

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

December 5, 2006
Aldermen Thibault
Smith, Forest, Roy, Long

6:00 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Thibault calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Jody Rivard, Superintendent of Communications, on behalf of Verizon Wireless requesting to exercise their lease option on the tower located at Derryfield Park and to amend the agreement as outlined herein.
Gentlemen, what is your pleasure?
4. Communication from Ms. France Howard requesting to purchase city-owned parcel known as Map 861, Lots 32 & 32A.
Assessors – awaiting report.
Planning – awaiting further information from the Highway Department.
Tax Collector – awaiting report.
Gentlemen, what is your pleasure?
5. Communication from Attorney Craighead, on behalf of Albert Delacey, requesting to purchase city-owned parcel abutting property located at Edna & Claire Streets.
Assessors – awaiting report.
Planning – awaiting response from Highway Department concerning ownership and rights-of-way matters.
Tax Collector – no interest as it is not a tax-deeded parcel.
Gentlemen, what is your pleasure?
6. Informational update concerning Wellington Hill “mini lots” to be presented by the Director of Planning and Community Development.

TABLED ITEMS

A motion is in order to remove any of the following items from the table for discussion.

7. Communication from Paul Borek, Economic Development Director, regarding the Ash Street School property located on Bridge Street.
(Note: tabled 11/12/2005 pending report of School Board action. Enclosed is a copy of a resolution adopted by the School Board on 12/12/2005. On 09/05/2006 BMA accepted L & B report requesting staff to return to Committee with a proposed agreement between the City and Amoskeag Industries as outlined herein.)
8. Communication from Mayor Guinta requesting staff prepare recommendations relating to placing out to competitive/sealed bid parcels located on Granite Street, Phillippe Cote Way and Seal Tanning parking lot as requested by David Brady of Brady-Sullivan.
(Note: tabled 08/22/2006. Previous reports enclosed for informational purposes.)
9. Communication from Tom Remillard, Principal of Building Networks LLC, regarding potential clients submitting proposals for cell phone antennas at 223 James Pollock Drive (school property) and Derryfield Park.
(Note: tabled 08/22/2006 pending reports from School and Parks. Parks has referred communication to Fire Department for their review which is enclosed.)
10. If there is no further business, a motion is in order to adjourn.

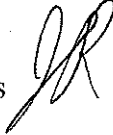


Joseph P. Kane
Chief of Department

City of Manchester Fire Department

100 Merrimack Street • Manchester, NH 03101-2208
(603) 669-2256 Business • (603) 669-7707 Fax
www.ci.manchester.nh.us

To: Board of Mayor and Aldermen


From: Jody M. Rivard
Superintendent of Communications
Manchester Fire Department 

Subject: Communications Tower Lease/Amendment

Date: November 16, 2006

Verizon Wireless contacted this office to exercise their lease option on our Communications tower located at Derryfield Park. This lease option would extend their lease to the year 2015. Verizon Wireless also requested to amend this lease agreement to add an additional 6' microwave dish to the tower and pay an additional \$600.00 per month for the added dish. An engineering firm was hired to do a structural analysis on the tower to confirm it could safely support an additional dish, and reported the tower structurally safe for such a modification. In addition, an independent firm was contacted for a comparison of Communication tower rental fees. The representative from this company stated that the average market rate for a 6' microwave dish is approximately \$350.00 per month. City Solicitor Tom Clark has been kept up to date on the structural analysis, fee comparison and proposal by Verizon Wireless. Mr. Clark has no objection to Verizon Wireless exercising their lease option or the amendment to this lease agreement. The Fire Department requests that the Board of Mayor and Aldermen approve the lease amendment.

RECEIVED
MANCHESTER, NH
NOV 16 2006

Fire/Ambulance Emergency 9-1-1


**THIRD AMENDMENT
TO OPTION AND LEASE AGREEMENT**

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT ("Third Amendment") is made as of this ____ day of _____, 2006, by and between The City of Manchester, a municipality, through the Manchester Water Works, having offices at 908 Elm Street, Manchester, New Hampshire 03101 (the "Lessor") and CELLCO Partnership d/b/a Verizon Wireless, a Delaware general partnership, with a principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920 (the "Tenant").

WHEREAS, Lessor and Tenant entered into an Option and Lease Agreement dated August 28, 1995 (the "Lease") with respect to Tenant leasing a 60' x 60' parcel of land on which is located a telecommunications tower owned by Lessor (the "Tower"), together with a right of way for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and an easement for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a right of way extending from the nearest public/utility right of way to the demised premises, all located in Derryfield Park on certain real estate in Manchester, County of Hillsborough, State of New Hampshire (hereinafter referred to as the "Property");

WHEREAS, Section 4 of the Lease provides tenant with the option to extend the Lease for three (3) five (5) year renewal terms, which if all exercised would extend the term of the Lease through August 28, 2015;

WHEREAS, the last sentence of Section 7c. of the Lease provided Tenant with the right to install up to four (4) six (6) foot diameter microwave dishes on the Tower, with precise locations and sizes to be determined;

WHEREAS, in May 1999, with the permission of Lessor, Tenant placed two (2) eight (8) foot diameter microwave dishes on the Tower one (1) at the 80' level and one (1) at the 120' level;

WHEREAS, Lessor and Tenant executed an Amendment to Option and Lease Agreement dated April 3, 2001 (the "First Amendment") in order to delete the last sentence of Section 7c. and replace it with a sentence permitting Tenant to install up to four (4) microwave dishes, each up to eight (8) feet in diameter;

WHEREAS, following execution of the First Amendment, Tenant deployed the Additional Equipment (as defined in the First Amendment), so that, Tenant had a total of four (4) eight (8) foot diameter microwave dishes on the Tower, one at the 80' level, two at the 100' level, and one at the 120' level;

WHEREAS, Lessor and Tenant executed an Amendment to Option and

Lease Agreement dated February ____, 2003 (the "Second Amendment") in order to delete the last sentence of Section 7c., as amended, and replace it with a sentence permitting tenant to install up to five (5) microwave dishes up to eight (8) feet in diameter;

WHEREAS, following the execution of the Second Amendment, Tenant deployed the Additional Equipment (as defined in the Second Amendment), so that, presently Tenant has a total of two eight (8) foot diameter dishes at the 100' level, and three six (6) foot diameter dishes, one at the 80' level, one at the 120' level, and one at the 30' level;

WHEREAS, Lessor and Tenant desire to amend the Lease to further allow Tenant to install one additional six (6) foot diameter dish at the 165' level (the "Third Amendment Equipment");

WHEREAS, upon installation of the Third Amendment Equipment, Tenant agrees to pay an additional \$600.00 in rent per month so the total monthly rent for the remainder of this term, ending on August 28, 2010, shall be \$1767.00; and

WHEREAS, the parties desire to effect these arrangements by way of this Third Amendment to the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Lessor and Tenant, each intending to be legally bound hereby, agree that the Lease shall be amended as follows:

1. SECTION 7c. The last sentence of Section 7c. of the Lease (including as amended by the First Amendment and Second Amendment) is hereby deleted and replaced with the following underlined text, so that, as amended, said sentence will read as follows:

"Tenant shall have the right to install up to six (6) microwave dishes, upon the tower, each dish may be up to eight (8) feet in diameter, with the precise locations and sizes to be determined by Tenant from time to time."

2. ADDITIONAL EQUIPMENT PLACEMENT. Tenant shall complete installation of the Third Amendment Equipment on the Tower within sixty (60) days of Tenant's receipt of a building permit from the City of Manchester; provided, however, that if Tenant is delayed or prevented from installation within said sixty-day period by reasons beyond its reasonable control, then, so long as Tenant is diligently pursuing the efforts necessary to complete installation, it shall be afforded additional time.

3. STRUCTURAL MODIFICATIONS. Before the installation of the Third Amendment Equipment on the Tower, Tenant shall undertake a structural

analysis of the Tower to determine whether enhancements or improvements would be required to accommodate the additional equipment permitted by this Third Amendment. Tenant will comply with the structural changes, if any, recommended by the analysis.

4. SECTION 5. The third sentence of Section 5 of the Lease is hereby deleted and replaced with the following underlined text:

"Upon installation of the Third Amendment Equipment (as defined in the Third Amendment), Tenant agrees to pay an additional \$600.00 in rent per month so that the total monthly rental for the remainder of the second five (5) year extension term shall be \$1767.00 with the annual rental for the remainder of the second five (5) year term to be calculated on that basis. The annual rental for the third five (5) year extension term shall be TWENTY-FOUR THOUSAND FOUR HUNDRED EIGHTY AND 00/100 DOLLARS.

5. RATIFICATION. Except as amended by this Third Amendment, the Lease shall remain in full force and effect and is hereby ratified and reaffirmed.

6. COUNTERPARTS. This Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, and each such counterpart shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the dates indicated below, to be effective as of the day and year first written above.

LESSOR:

CITY OF MANCHESTER

Witness

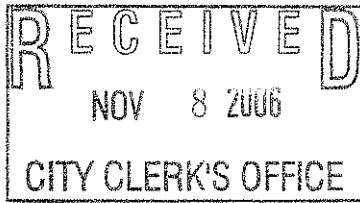
By: _____
Name: _____
Title: _____
Date: _____, 2006

TENANT:

CELLCO PARTNERSHIP
d/b/a Verizon Wireless

Witness

By: _____
Name: _____
Title: _____
Date: _____, 2006



Dear Mrs. Carol Johnson,

11/4/06

My name is France Howard and I live at 126 Phillip Street, I spoke with my Alderman Mr. Armand Forest ward 12 and with Tom Nichols from the board of Assessors office. I was told you're the next person to contact; I need to see if I can obtain lot 861 #32 and 32A these two lots are city owned. They abut my property.

The reason I need these lot is with all the flooding we had in May I was very much affected. I still am and need to find a way to rebuild, for the city and PSNH have not done anything with the pond that abut my property. It's been a real nightmare and still my problems are not over.

My home is not worth much of anything, with this pond and the flooding it can still cause me. So I have decided to try an recon figurate my property differently. The only way I can do this is by being able to obtain these city lots. I have lived here 20 years of more, and these lots are no use to anyone, now with this pond problem, I need these lots to try and reconstruct my property differently.

You can speak to Mr. Nichols he has been out to see my property, Also Mr. Forest is aware that I need to do something. And will speak on my behalf on obtaining these lots.

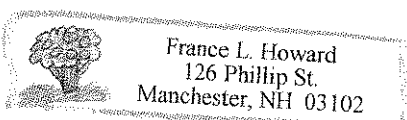
Could you let me know what steps I need to do next, thank you for you time.

Sincerely

A handwritten signature in cursive script that reads "France L. Howard".

Ms. France L. Howard

My Number (860-5095)
Armand Forest #669-0646
Thomas Nichols #624-6520



4



Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

November 30, 2006

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: Sale of City-owned parcels known as TM 861, Lots 32 & 32A off Phillip Street

Honorable Committee Members:

The owner of a residence at 126 Phillip Street has requested permission to acquire two small tax-deeded city-owned parcels which abuts their property (see attached map).

We are currently attempting to discover whether or not there are any long-term City uses for the lands in question and, towards this end, have communicated with, and are awaiting feedback from, the Highway Department. With this in mind, we need some more time to complete our report to you.

If there are any questions, staff will be available at the committee meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

4

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

Vicinity of 126 Phillip Street

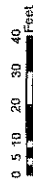
PHILLIP STREET

EUGENE STREET

126 Phillip St.
TM 861, Lot 44
7,400 s.f. (0.17 ac.)

City Owned
TM 861, Lot 32
4,611 s.f. (0.11 ac.)

City owned
TM 861, Lot 32A
3,493 s.f. (0.08 ac.)



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchesne) on November 29, 2006.

4



RODKEY CRAIGHEAD, JR.
JOANNE MARTIN-CRAIGHEAD
DEBBIE MARTIN-DEMERS
CATHERINE L. BAUMANN

Craighead & Martin, P.L.L.C.
ATTORNEYS AT LAW
62 STARK STREET, MANCHESTER, NH 03101-1934

TEL. 603-641-9555
FAX 603-647-1331

November 22, 2006

Board of Mayor and Aldermen
c/o City Clerk's Office
One City Hall Plaza
Manchester, NH 03101

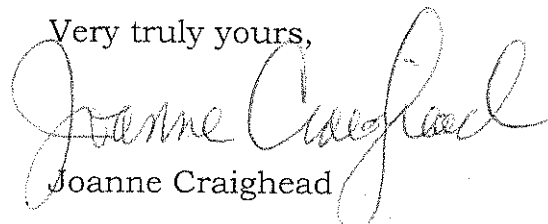
RE: Purchase of property owned by the City of Manchester

Dear Honorable Mayor and Members of the Board:

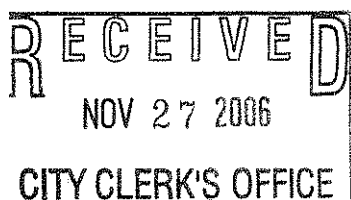
Our office represents the interest of Mr. Albert O. Delacey who is the current owner of real estate located at 80 Edna Street in Manchester, New Hampshire. Mr. Delacey's property abuts a tract of land which is current owned by the City of Manchester. I have enclosed a copy of the recorded plan along with a copy of the tax map that I obtained from the assessor's office which partially delineates that tract. I have highlighted the tract on both of these documents, but I am unable to provide you with any map or lot numbers as the assessor's office did not have one. It is my understanding that the process for requesting a sale of this property is to make a written request to you. Mr. Delacey is requesting a buy out of this tract which abuts his property in order to further improve his property.

Please provide me with what additional information you will require and what the next step will be in this process. Thank you for your time and attention to this matter.

Very truly yours,


Joanne Craighead

JC/td
Enclosures
Albert Delacey



5

13286
JP 69

June 23 10 30 AM '80
HILLSBOROUGH COUNTY
REGISTER OF DEEDS

Plan
C# 13286
Dr. # 29

L-1212

RD 05/44

#13286 DR 29

ADD. JUNE 12, 1980

P. S. CO. N.H.

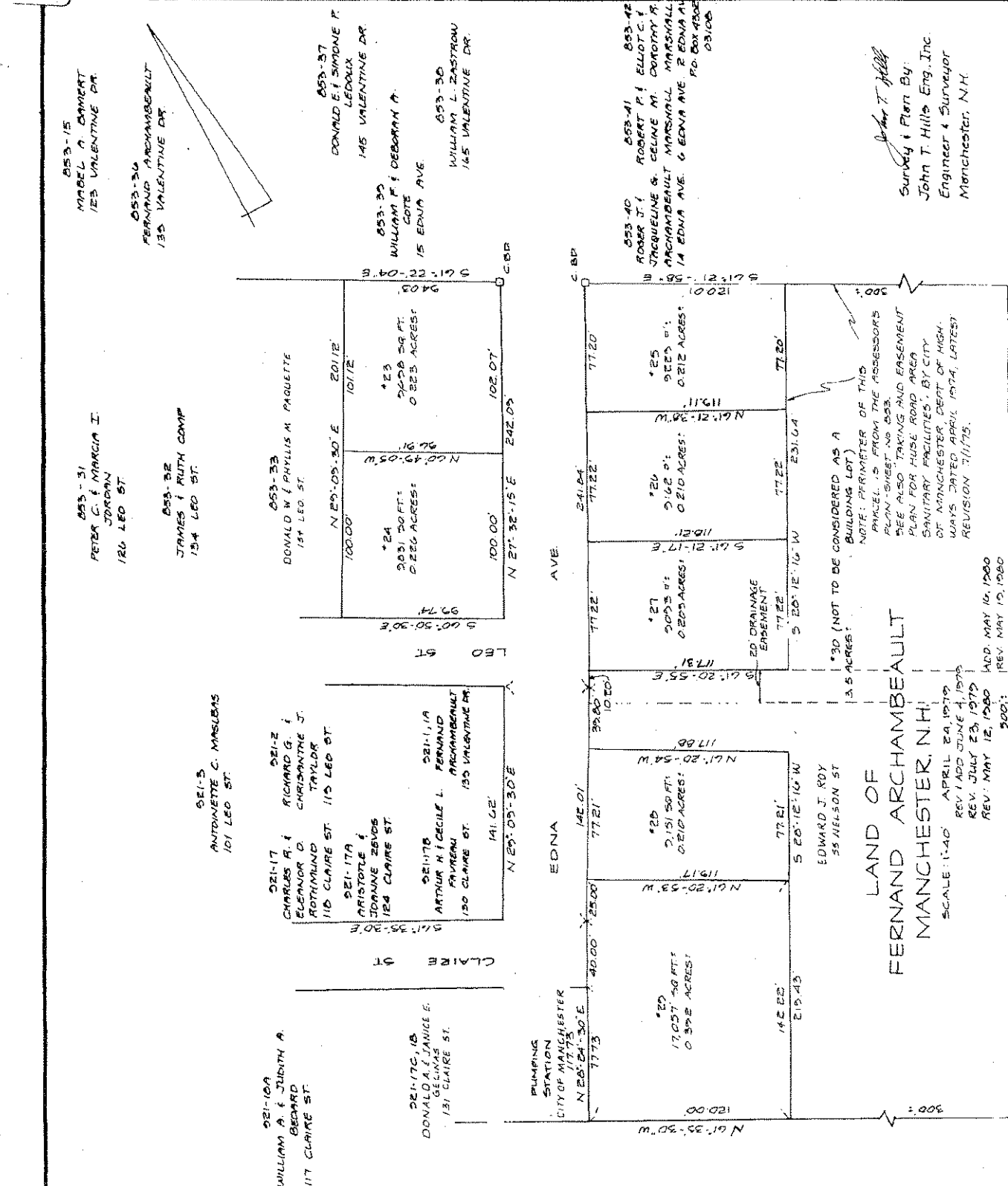
Survey & Plan By:
John T. Hills
Engineer & Surveyor
Manchester, N.H.

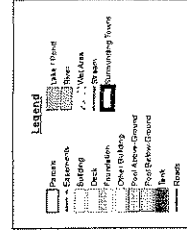
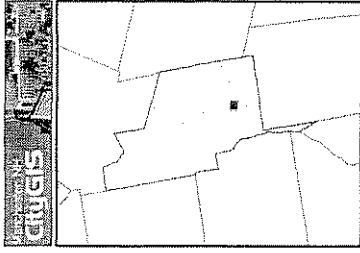
*30 (NOT TO BE CONSIDERED AS A BUILDING LOT)
NOTE: PERMETER OF THIS PARCEL IS FROM THE ADJACENT'S PLAN-SHEET NO. 033.
SEE ALSO "TAKING AND EASEMENT PLAN FOR HUSBAND ROAD AREA SANITARY FACILITIES" BY CITY OF MANCHESTER, DEPT. OF HIGHWAYS DATED APRIL 1974, LATEST REVISION 7/1/75.

LAND OF
FERNAND ARCHAMBEAULT
MANCHESTER, N.H.
SCALE 1"=40'
APRIL 24, 1979
REV. 1 ADD. JUNE 4, 1979
REV. JULY 23, 1979
REV. MAY 12, 1980
ADD. MAY 16, 1980
REV. MAY 12, 1980

TO: Register of Deeds, Nashua, N. H.
FROM: City Planning Board, Manchester, N. H.

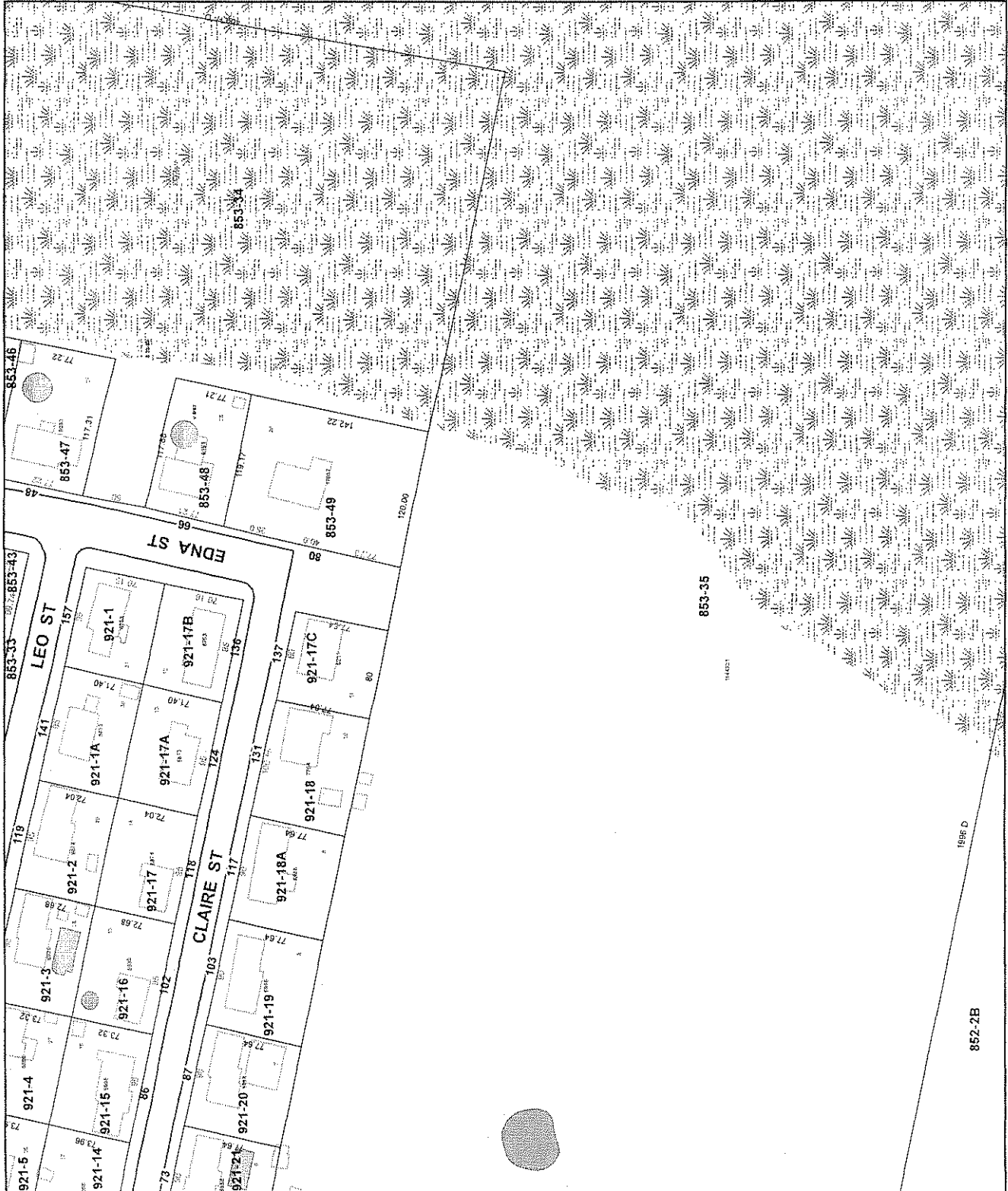
The subdivision as shown on this plan has been approved and this plan is hereby approved for recording.
July 12, 1980
Signed: [Signature]





DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official record of the City of Manchester, NH (the "City"). This map is not survey quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered as approximate and should not be used for legal purposes. The City makes no warranties, express or implied, regarding the accuracy, completeness, reliability, or suitability of the information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of the City Clerk, City Engineer, City Assessor, City Planning and Development, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.



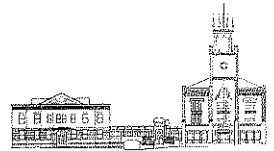


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

November 30, 2006

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Sale of City-owned land abutting 80 Edna Street*

Honorable Committee Members:

The owner of a residence at 80 Edna Street has requested permission to acquire a small, 0.1 acre, section of city-owned land which abuts their property (see attached map).

Our preliminary research has discovered that a main 36" sewer truck line and an accompanying 20 foot-wide sewer easement goes through the parcel in question, and that a sewer manhole requiring routine maintenance from the City is also situated on that same land.

In order to clarify the involved issues, we have communicated with the Highway Department concerning ownership and rights-of-way matters and we are awaiting their response. We will provide you with a complete report when this information becomes available.

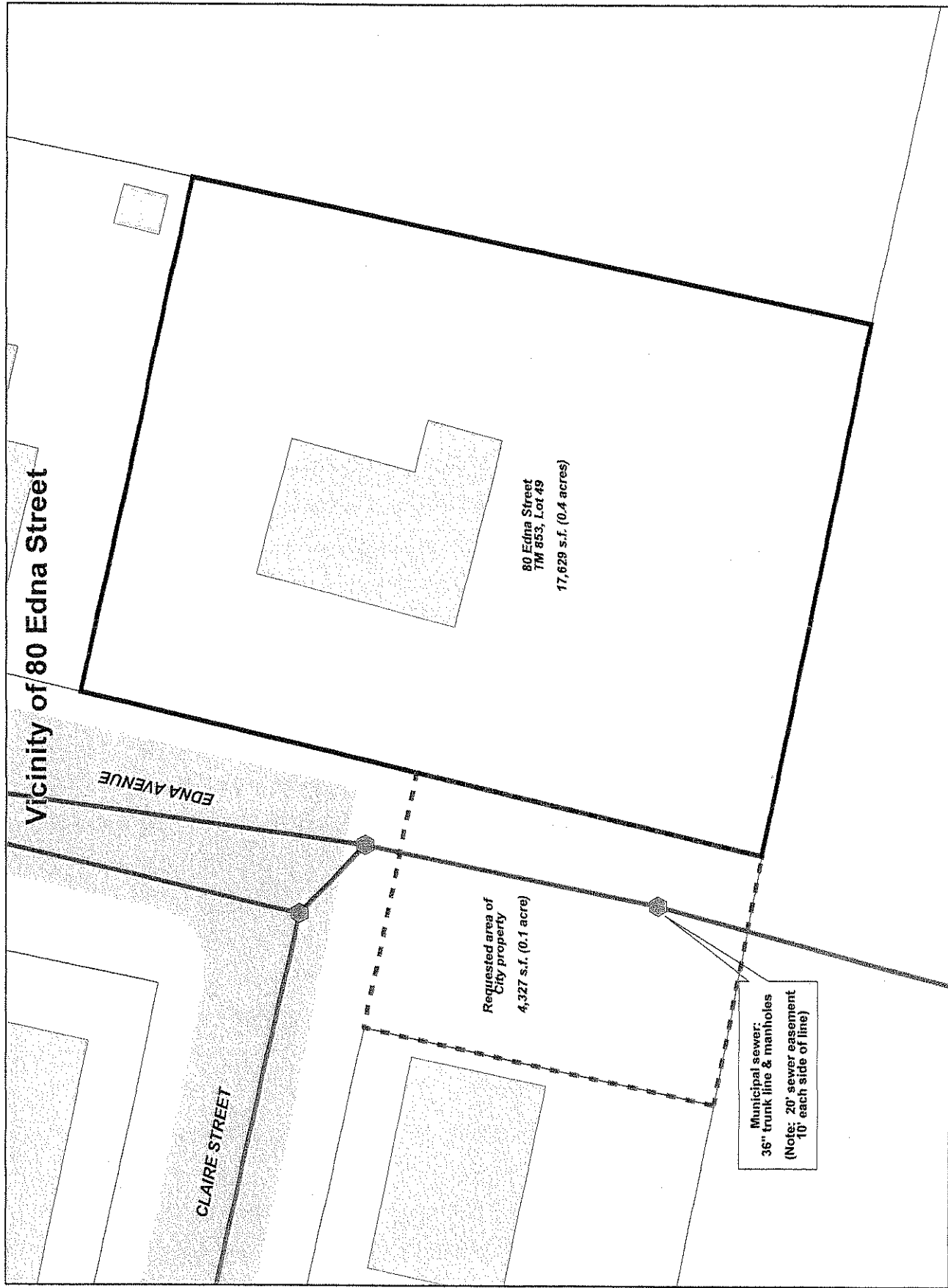
If there are any questions, staff will be available at the committee meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

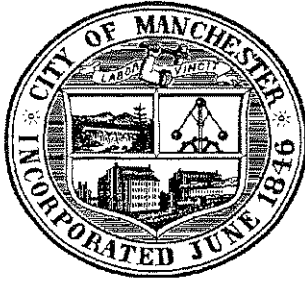
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One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchesne) on November 29, 2006.

5



City of Manchester
Office of the Tax Collector

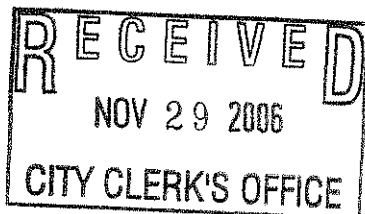
City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

Memorandum

DATE: November 28, 2006
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector *Joan A. Porter*
RE: City Owned parcel at Edna & Claire Streets

It appears from the documents provided by Attorney Craighead regarding the above-referenced parcel that the property in question is a pumping station. As this is not a tax-deeded parcel, the Tax Collector's office has no interest in its disposition.



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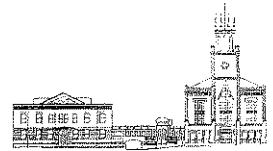


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

November 30, 2006

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Informational Update concerning Wellington Hill "mini lots"*

Honorable Committee Members:

I would like to reserve a short amount of time at your next meeting to provide you with an informational update concerning the numerous small-sized city-owned parcels which are located in close proximity to each other on Wellington Hill.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

6
One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

A single, handwritten lowercase letter 'b' in dark ink. The letter is formed with a vertical stem and a rounded, bowl-like shape at the bottom. It is positioned on the left side of the page, below the first 'a'.

Properties owned by the City of Manchester



A single, handwritten lowercase letter 'b' in dark ink. The letter is formed with a vertical stem and a rounded, bowl-like shape at the bottom. It is positioned on the left side of the page, below the first 'a'.

1. This map was created in April, 2006, by the City of Manchester Planning & Community Development Department (J. Beauchêne).
2. Parcel lines and tax map and lot numbering data shown on the map were derived from the "Parcel_info" which is located in the City of Manchester GIS.
3. Aerial photography shown on the map was derived from a digital file entitled "Ordnas_2003_3inch" which is located in the City of Manchester GIS. The photo was taken in April, 2003.





CITY OF MANCHESTER
Manchester Economic Development Office



November 9, 2005

Honorable Board of Mayor and Aldermen
C/o City Clerk
One City Hall Plaza
Manchester NH 03101

IN BOARD OF MAYOR & ALDERMEN

DATE: November 15, 2005

ON MOTION OF ALD. Thibault

SECONDED BY ALD. DeVries

VOTED TO refer to the Committee on
Lands and Buildings.

Paul J. Borek
CITY CLERK

Honorable Members of the Board:

As you know, the Manchester School District has moved its headquarters from Ash Street School to the Millyards. In anticipation of the district returning the building to the City, discussions with Amoskeag Industries regarding the reuse of the property have been convened. The building was constructed by the City of Manchester. Reverter rights to the underlying land are held by Amoskeag Industries.

These discussions found that the highest and best use of this visible property along Bridge Street, a gateway arterial on the edge of the Downtown District, would be a landscaped, historic headquarters office facility. It was recommended that covenants requiring that the historic structure and grounds be enhanced and preserved be established. There appears to be private interest in this property for this use. To accomplish this purpose, the property could be marketed and sold competitively with the proceeds shared by the City of Manchester and Amoskeag Industries in accordance with their respective interest in the property. To this end, Amoskeag Industries is securing an appraisal for the parcel.

Further, it was suggested that the Manchester Development Corporation (MDC) might be equipped to market the property for private purchase and restoration and the MDC Board expressed an interest in doing so if requested by the Board of Mayor and Alderman (BMA). To date, the city has not received notice from the School District turning the building over to the City. We will keep the BMA apprised of actions and await the BMA's direction with regard to re-use of this property.

Sincerely,

Paul J. Borek
Paul J. Borek
Director

RECEIVED
MANCHESTER CITY CLERK

Manchester School District

School Administrative Unit No. 37
286 Commercial Street, Manchester, NH 03101
Tel: 603.624.6300 • Fax: 603.624.6337

RECEIVED

DEC 20 2005

'05 DEC 20 A10:27

Michael Ludwell, Ph.D.
Superintendent of Schools

CITY SOLICITOR'S OFFICE

Henry J. Aliberti Jr., Ed.D.
Assistant Superintendent
Elementary Education

Frank G. Bass, Ph.D.
Assistant Superintendent
Secondary Education

Karen G. Burkush
Assistant Superintendent
Student Services

William E. Sanders
Chief Financial Officer

TO: Thomas Arnold
Deputy City Solicitor

FROM: William Sanders
Chief Financial Officer *WES*

DATE: December 19, 2005

SUBJECT: Ash Street Building

This letter serves to advise that on December 12, 2005 the Board of School Committee passed the attached resolution related to returning the Ash Street School to the City of Manchester. Attached is a letter from the School Board Clerk regarding the matter.

Please advise what additional information or documentation, if any, is required to complete this process.

Cc: Michael Ludwell, Ph.D., Superintendent
Board of School Committee
Mr. Tim Clougherty
Mr. Kevin Sheppard
Mr. Frank Thomas

BOARD OF MAYOR & ALDERMEN

DATE: January 17, 2006

ON MOTION OF ALD. Long

SECONDED BY ALD. Osborne

VOTED TO refer to the Committee on Lands
and Buildings and forward letter
to School Board. *Josh Bennett*
CITY CLERK

7

Manchester School District

School Administrative Unit No. 37
286 Commercial Street, Manchester, NH 03101
Tel: 603.624.6300 • Fax: 603.624.6337

Michael Ludwell, Ph.D.

Superintendent of Schools

Henry J. Aliberti Jr., Ed.D.

*Assistant Superintendent
Elementary Education*

Frank G. Bass, Ph.D.

*Assistant Superintendent
Secondary Education*

Karen G. Burkush

*Assistant Superintendent
Student Services*

William E. Sanders

Chief Financial Officer

TO: William Sanders
Chief Financial Officer

FROM: Suzanne Sears 
School Board Clerk

DATE: December 15, 2005

SUBJECT: Ash Street Building

At the Board of School Committee meeting held on Monday, December 12, 2005, a motion was made and seconded to accept a minority report regarding the Ash Street School Building from the Building and Sites Committee. The motion passed by majority vote; Comm. Beaudry, Langton, and Labanaris voted in opposition to the motion.

A motion was made by Comm. Herbert and seconded by Comm. Kelley to accept the Administration's proposal that the Board return the Ash Street School Building back to the City. The motion passed by a majority vote of 9-4. Those voting in favor of the motion were Vice-Chair Stewart and Committee Members Scott, Herbert, Soucy, Gelinas, Cote, Ouellette, Kelley, and Donovan. Those voting in opposition of the motion were Committee Members Beaudry, Langton, Labanaris, and Kruse.

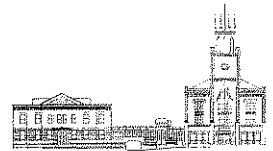


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

February 15, 2006

Committee on Land and Buildings
Honorable Board of Mayor and Aldermen
City Hall - One City Hall Plaza
Manchester, N.H. 03101

RE: *Ash Street School*

Dear Committee Members:

This is to provide a report pursuant to Section 34.20 pertaining to the above-referenced city-owned land and building.

Background: This property, located on the northeast corner of Bridge and Maple Streets, was first used as a school and then subsequently as a school administration building. School administration has since moved to another location and has determined the property surplus to their needs. The property is listed on the National Register of Historic Places. In addition, Amoskeag Industries retains reverter rights on the land portion of the property. A portion of any proceeds, therefore, would go to Amoskeag and preliminary meetings have been held in this regard.

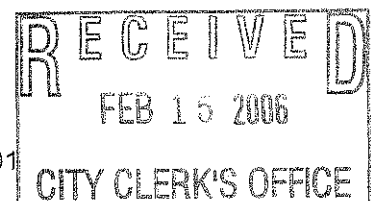
Surplus Determination and Disposition: It is the recommendation of the Planning & Community Development Department that the property is surplus to City needs and may be disposed of through public sale. We would recommend that the Board attach a condition that future uses retain the historic character of the building, given its National Register status. I would note that this would not preclude an addition to the rear or side of the building. We would also encourage (but not require) that the property on the side facing the corner of Bridge and Maple Streets be landscaped. It is expected that the best use of the property may be for commercial office and that the zoning may need to be reviewed to allow this use.

If you have any questions, our staff will be available at your meeting.

Sincerely,

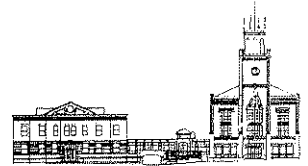
Robert S. MacKenzie, AICP
Director of Planning and Community Development

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov





CITY OF MANCHESTER
Manchester Economic Development Office



August 22, 2006

Alderman Henry Thibault
Chairman, Land & Buildings Committee
Honorable Board of Mayor and Aldermen
City of Manchester
Manchester, New Hampshire 03101

Subject: Ash Street School

Dear Alderman Thibault:

This is to request that the Ash Street School be declared surplus property and that staff be directed to negotiate a marketing agreement with Amoskeag Industries for its disposal. The Manchester School District has vacated the property and parties have expressed interest in the property. Planning and Community Development Director Robert Mackenzie has recommended that the property is surplus to the City needs and may be disposed of through public sale.

The City was granted fee simple interest in the property located at 196 Bridge Street subject to conditions. The recorded deed provided that Amoskeag Manufacturing Company and its successors can regain title and possession of the property (Right of Re-Entry) if the property is occupied as other than a schoolhouse. While Amoskeag Industries, as successor to Amoskeag Manufacturing Company, can exercise its Right of Re-Entry at any time, they have offered to refrain from entering and repossessing the property (exercising its Right of Re-Entry) subject to negotiation of an agreement calling for Amoskeag Industries to sell the property and pay a portion of the proceeds to the City. An Agreement for the marketing and sale of the property will be submitted for your review when available.

Amoskeag Industries is a private corporation whose purpose and direction is focused on community economic development. They are directed by local business leaders who have expressed an interest in becoming more pro-active and aggressive in real estate development projects which benefit the City and have actively solicited ideas and opportunities from staff. Amoskeag Industries holds Rights of Re-Entry to numerous parcels throughout the City including the National Guard Armory.

Respectfully submitted,

Paul J. Borek
Economic Development Director



City of Manchester
Office of the Tax Collector

City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

Memorandum

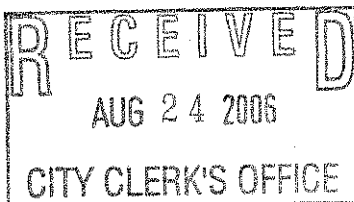
DATE: August 23, 2006

TO: Land & Building Committee

FROM: Joan A. Porter, Tax Collector

RE: Ash Street School

I do not have any objections to the disposal of this property as it is not a tax-deeded parcel.



7



CITY OF MANCHESTER
Manchester Economic Development Office



August 22, 2006

Alderman Henry Thibault
Chairman, Land & Buildings Committee
Honorable Board of Mayor and Aldermen
City of Manchester
Manchester, New Hampshire 03101

Subject: Ash Street School

Dear Alderman Thibault:

This is to request that the Ash Street School be declared surplus property and that staff be directed to negotiate a marketing agreement with Amoskeag Industries for its disposal. The Manchester School District has vacated the property and parties have expressed interest in the property. Planning and Community Development Director Robert Mackenzie has recommended that the property is surplus to the City needs and may be disposed of through public sale.

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Respectfully submitted,

Paul J. Borek
Economic Development Director



City of Manchester

Department of Highways

Facilities Division

275 Clay Street
Manchester, New Hampshire 03103-5613

(603) 624-6555 Administrative Office
(603) 624-6562 Fax

Frank C. Thomas
Public Works Director

Kevin A. Sheppard
Deputy Public Works Director

Timothy J. Clougherty
Chief Facilities Manager

September 19, 2006

Honorable Lands and Buildings Committee Members
C/o Ald. Henry Thibault, Chairman
One City Hall Plaza
Manchester, NH

Re: Ash St. School Building

Dear Committee Members:

Attached please find financial report outlining expenditures incurred by the Facilities Division for the maintenance and upkeep of the Ash St. school building, as requested.

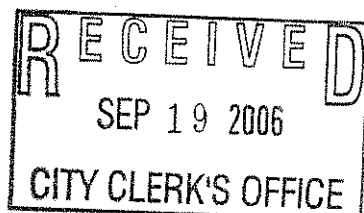
The building is currently in good condition. Recent repairs to the roof have been completed and any associated damage taken care of.

From the perspective of the Facilities Division the sale of this property should be aggressively pursued to avoid further expenses. Heating costs are substantial and even though the building is vacant we must provide heat to maintain the integrity of the interior finishes.

Sincerely,

Timothy J. Clougherty
Chief Facilities Manager

Cc: Frank C. Thomas, P.E.
Kevin Sheppard, P.E.
Barbara Connor



7

Ash Street School - Maintenance Expenses

<u>PO#</u>	<u>Date</u>	<u>Vendor</u>	<u>Item</u>	<u>Paid Invoice</u>
619956	3/21/2006	Treasurer, State of NH	Elevator Inspection Certificate	\$50.00
620387	3/26/2006	Verizon	Monthly Phone Lines for elevator & security	\$39.02
620898	3/30/2006	Verizon	Monthly Phone Lines for elevator & security	\$39.08
625590	5/30/2006	Manchester School District	Reimburse paid utility bills since Nov 05	\$21,841.39
623154	4/28/2006	Verizon	Monthly Phone Lines for elevator & security - 4 mos	\$166.60
625591	5/30/2006	PSNH	Electricity for 3 mos	\$1,937.09
625592	5/30/2006	Keyspan Energy Delivery	Natural gas for 3 mos	\$812.93
624951	5/23/2006	Verizon	Monthly Phone Lines for elevator & security 3 mos.	\$117.44
700062	7/5/2006	Pelmac Industries	Annual Security Monitoring Contract	\$240.00
700176	7/5/2006	Otis Elevator	Elevator Service Contract Paid Quarterly	\$195.00
702134	7/31/2006	Pelmac Industries	Bi-annual Mechanical Equipment Monitoring Contract	\$72.00
702404	8/7/2006	DRG Construction	Wall repairs due to roof leaks	\$2,400.00
702405	8/7/2006	Melanson Roofing	Roof repairs - shingles blew off	\$3,750.00
702406	8/7/2006	Melanson Roofing	Roof repairs deteriorating roof	\$8,850.00

<u>WO#</u>	<u>(Nov. 1,2005 - July 31,2006)</u>	<u>Problem</u>	<u>WO Costs</u>
148227		Take down flags, no lights on the poles at night	\$30.46
148424		Lower temperature settings to conserve energy	\$65.03
148565		Fire alarm going off	\$304.98
148804		Burgular alarm going off	\$22.74
151536		Check mechanical & bldg. conditions weekly	\$418.22
151924		Citizen reported unusual amount of smoke from chimney	\$207.74
152464		Meet Water Works to test backflow	\$15.69
152734		Fire alarm Test & Inspection	\$20.68
154430		Change door locks or rekey, whichever is least expensive	\$310.28
154646		Elevator failed state inspection 3 items to repair	\$604.44
155161		Sprinkler Inspection - check tamper switch broken	\$123.60
156831		Discontinue heating and shut down power to heat pumps	\$24.86
157065		Fire alarm problem - bad smoke & pull station	\$15.59
158717		Check building for any water damage	\$16.58
158753		Inspect building for water damages	\$387.57
159582		Roof problems let contractors in	\$136.67
Misc		Utility/Building Check/Coordination	\$196.07

TOTALS TO DATE \$43,411.75

7

Updated 9-7-06

To the Board of Mayor and Aldermen of the City of Manchester:


The Committee on Lands and Buildings respectfully advises, after due and careful consideration, that it has directed staff to negotiate with Amoskeag Industries with regard to disposition of the Ash Street School property.


The Committee notes that it has found the property surplus to City needs and has requested staff to return to the Committee with a proposed agreement between the City and Amoskeag Industries relating to current deed restrictions of such property; and to consider future deed restrictions relating to the historic building thereon.

(Aldermen Thibault, Smith, Roy and Long voted yea; Alderman Forest was absent.)

At a meeting of the Board of Mayor and Aldermen
held Sept 5, 2006 on a motion of Ald. O'Neil
duly seconded by Ald. Duval the report
of the Committee was accepted and its recommendations

(adopted) ~~(denied)~~



City Clerk


Respectfully submitted,



Clerk of Committee



City of Manchester

8-22-06 Tabled

Office of the Mayor
Hon. Frank C. Guinta

August 1, 2006

The Honorable Board of Aldermen
One City Hall Plaza
Manchester, NH 03101

Re: Seal Tanning Lot, Granite Street Lot & Phillippe Cote Way

Dear Members of the Honorable Board:

Yesterday my office received an official request from David Brady of Brady-Sullivan Properties requesting that the above referenced parcels, currently owned by the City of Manchester, be placed out for competitive, sealed bid. Having conferred with staff this morning about this matter, it is my recommendation that the Board refer this letter to the Committee on Lands & Buildings for its thoughtful consideration. Furthermore I am asking staff to concurrently prepare recommendations for the committee.

Sincerely,

Frank C. Guinta
Mayor

IN BOARD OF MAYOR & ALDERMEN

DATE: August 1, 2006

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Roy

VOTED TO refer to the Committee on
Lands and Buildings

CITY CLERK

8

10/27/2006

P R O P E R T I E S

July 28, 2006

(HAND-DELIVERED)

The Honorable Mayor Frank C. Guinta
Mayor of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Mayor Guinta:

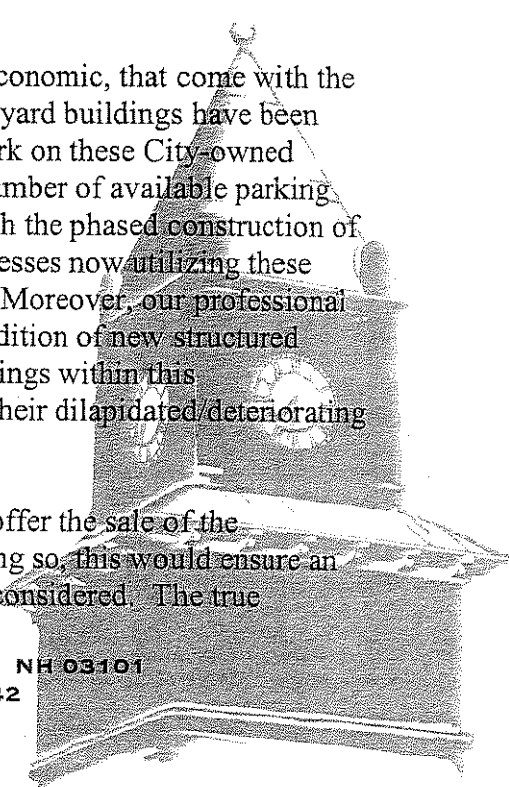

Please accept this letter as affirmation of Brady Sullivan Properties' interest in pursuing the acquisition of certain City-owned properties located within the Historical Millyard District. More specifically, our interests include those properties located on Granite Street, Phillippe Cote Way and the Seal Tanning parking lot.

As property owners of the Waumbec Mill, a 450,000 square foot multiple-use mill complex located nearby the above-referenced subject properties, the critical lack of parking is jeopardizing our efforts to retain existing and procure additional Class A tenants. While this opinion is surely shared by other Millyard owners, we feel it is time for the City to seek out new partners who have a willingness to channel their creative planning resources and private monies to remedy this serious Millyard deficiency. The mere reshuffling of property ownership from municipal to private hands is not an economic development strategy in itself unless it contains specific and immediate initiatives to **create more available parking**. We at Brady Sullivan Properties stand willing to commit our resources to invest in the Millyard's future through the purchase of these properties by adding more structured parking above the at-grade parking tracts referenced-above.

We acknowledge the myriad of complexities, political and economic, that come with the disposition of these municipal assets. A number of fine Millyard buildings have been redeveloped and house businesses whose employees now park on these City-owned lands. Our interests would be to strategically increase the number of available parking spaces for the entire southerly portion of the Millyard through the phased construction of new spaces in structured facilities. We will work with businesses now utilizing these parking areas to protect their economic infrastructural base. Moreover, our professional management of the existing parking assets along with the addition of new structured parking will position us to become involved with other buildings within this neighborhood that are now threatened by demolition due to their dilapidated/deteriorating physical condition.

Given the above, we hereby request the City of Manchester offer the sale of the aforementioned City-owned properties by sealed bid. In doing so, this would ensure an economic return far exceeding that which has been recently considered. The true

670 N. COMMERCIAL STREET MANCHESTER NH 03101
P 603.622.6223 F 603.622.7342
BRADYSULLIVAN.COM



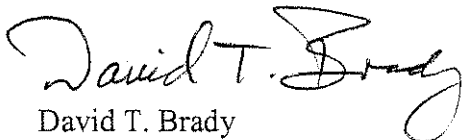
The Honorable Frank C. Guinta
July 28, 2006
Page 2

economic benefit of this approach will be realized in the future as market-inhibiting obstacles are diminished, allowing for the repositioning of the Millyard's built assets. Existing businesses will feel comfortable expanding their operations while new businesses will find the market ready to accommodate their needs.

As mentioned above, we at Brady Sullivan Properties will continue to commit ourselves to work hand-in-hand with the City of Manchester in finding broader solutions to our shared Millyard problems. While our Seal Tanning parking lot initiative would be a necessary first step in mitigating some of the parking shortages now experienced in the Millyard's southern tier properties, we remain steadfast in our desire to partner with the City in the development of the more centrally located Bedford Parking Lot site. The strategic development of this parcel is critical to the continued gentrification of the surrounding Millyard properties, as well as lending new parking infrastructure for future anticipated development on adjacent, underutilized parcels of land. The prospect of introducing new and exciting marketing opportunities within the heart of the Millyard can only be accomplished if the level of private investment is matched by the City's commitment to invest in creative economic development solutions.

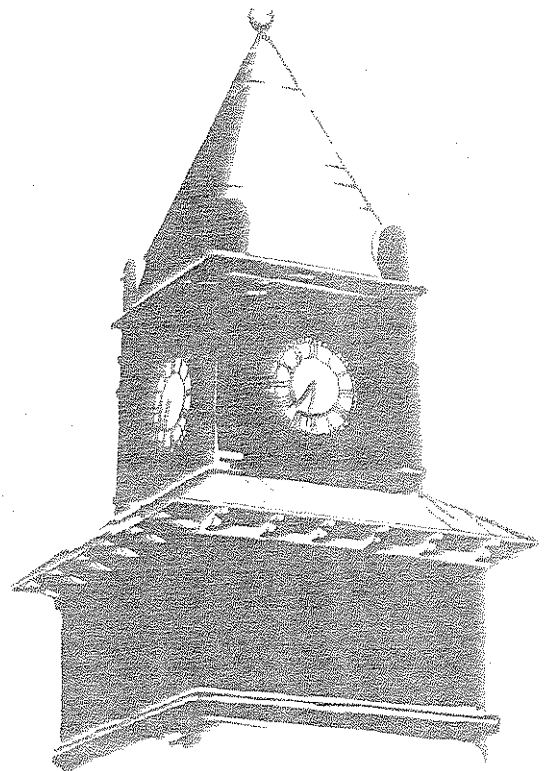
We look forward to your deliberations on our proposal for the disposition of the Seal Tanning parking lot and surrounding municipal parcels as well as the initiation of negotiations relative to the Bedford Parking Lot.

Respectfully submitted,


David T. Brady

cc: Alderman Mark E. Roy
Alderman Theodore L. Gatsas
Alderman Patrick T. Long
Alderman Jerome Duval
Alderman Ed Osborne
Alderman Real R. Pinard
Alderman William P. Shea
Alderman Betsi L. DeVries
Alderman Michael Garrity
Alderman George Smith
Alderman Henry R. Thibault
Alderman Armand Forest
Alderman-At-Large Daniel P. O'Neil
Alderman-At-Large Mike Lopez





IN BOARD OF MAYOR AND ALDERMEN.
MAY 16, 2006.

A TRUE RECORD. ATTEST.


CITY CLERK

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the Board find property known as the Seal Tanning Parking Lot, the Granite Street Parking Lot and land contained within Phillippe Cote Street be declared surplus to City needs and disposed of through sale to 1848 Associates, the abutter, at a price of \$635,500 as predetermined reasonable by outside appraisal and Board of Assessors subject to terms and conditions to be set forth in a Purchase and Sales Agreement enclosed herein.

The Committee notes that it finds just cause to sell such property to the abutter as sale will alleviate parking issues in the Millyard area without financial burden to the City and facilitate future rehabilitation of the Pandora Building.

The Committee recommends that Phillippe Cote Street be discontinued to assist with consummating the sale of all aforementioned properties and provide for the development of same, and that the Board of Mayor and Aldermen suspend the rules and refer such discontinuance to a Road Hearing to be scheduled by the City Clerk at the earliest convenient date without referral to the Committee on Community Improvement, and request the Public Works Director provide a report as soon as practicable to the City Clerk with regard to such discontinuance.

May 16, 2006.

In Board of Mayor and Aldermen.
Failed on roll call.


City Clerk

Respectfully submitted,


Clerk of Committee

8

2/21/06-
Tabbed

TECHNOLOGY CENTER

February 21, 2006

Mr. Paul Borek
City of Manchester Economic Development Office
City Hall
Manchester, New Hampshire 03101

Re: Granite Lot; Seal Lot; Phillippe Cote Street

Dear Mr. Borek:

Please allow this letter to serve as a formal request, on behalf of 1848 Associates, to purchase the above referenced parcels from the City of Manchester on the general terms and conditions listed below:

Price: \$635,000.00, as previously discussed

Closing Date: Will vary by parcel. We'd like to close on the Seal Lot as soon as possible. The Granite Lot and Phillippe Cote Street sales would close upon the approval of the street discontinuance and expiration of any and all appeal periods.

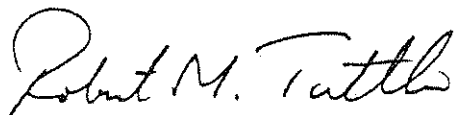
Contingencies:

- Subdivision Approval
- Issuance of a construction easement for the Granite Street Bridge Project through September 30, 2008, with the right to extend this term by nine (9) months provided that during any such extension, the City would provide reasonable alternative parking spaces equivalent to the number of spaces that would have been created in the construction easement area.

Our objectives for purchasing these parcels are two-fold: (i) to meet the short term parking needs of existing tenants in Gateway I, II, and III; and, (ii) to facilitate future rehabilitation of the Pandora Building. If these parcels are purchased, 1848 Associates will commit to add a parking deck to the Seal Lot at 1848 Associates expense. This will alleviate growing parking problems for Autodesk and Texas Instruments, without any financial burden on the City. Rehabilitation of the Pandora Building will require additional parking in the future and 1848 Associates assumes that such parking needs to be created privately, without financial burden to the City. This land purchase would facilitate such action.

Thank you for your attention to this matter and please feel free to contact me should you wish to discuss this further.

Sincerely,



Robert M. Tuttle
General Partner





02-07-2006 RCVD

**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission
Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

MEMORANDUM

TO: Sean Thomas, Mayor's Assistant
Paul Borek, Economic Development
Robert MacKenzie, Director of Planning

FROM: Frank C. Thomas, P.E.
Public Works Director *oxc*

DATE: February 6, 2006

NO: #06-007

SUBJECT: *Pandora – Sale of Parking Lots*

The agreed upon selling for the two lots plus the street was \$635,500.

Enclosed is a summary of how we got the \$635,500 figure (speaking bullets for committee meeting). Also enclosed, is a letter from CLD that defines the savings to the City. Lastly, enclosed is a draft letter that I had prepared for the Committee of Lands and Buildings.

Give me a call if you have any questions pertaining to this matter.

/c

Encl.

8

PANDORA PROPOSAL

- In the fall of 2004 we received bids for the Granite Street Widening Project. The bids were extremely high and were rejected.
- In talking with contractors we determined that the Project should be broken up in phases to reflect roadwork or bridgework. We also heard that there was a need for adequate staging/work area, especially, on the eastside.
- We made the decision to break the project into 3 phases. The first phase would be the westside and would be included in the States Interchange Project. The second phase would be the Granite Street Bridge Widening and work on the Granite Street Parking Lot. The final phase would be from Commercial Street easterly to Canal Street or Elm Street, based on available funds.
- In order to secure adequate staging, we approached Don Clark, because he was the major leaseholder of spaces in the Granite Street Lot and had control over the abandon Pandora Property. (Westside, State controlled.)
- Don Clark informed us that they had someone interested in the Pandora Property as a hotel and would like to discuss the purchase of both the Granite Street Lot and the Seal Tanning Lot and the discontinuance of Phillipe Cote Street. It was indicated that they would build decks on the lots to provide adequate parking.
- Mr. Clark assured us that staging issues would be worked out. In addition, if the project went forward the City would not have to build all the proposed retaining walls around the Granite Street Lot and would not have to excavate the lot as proposed. (Substantial project costs savings.)
- The City set up a Team to move the proposal forward. Team: Frank Thomas and Dennis Anctil, Highway, Kevin Clougherty and Randy Sherman, Finance, Bill Jabjiniak, Destination Manchester, Tom Clark, Solicitors, Bob MacKenzie, Planning, Steve Hamilton, Assessors and Mike Colby, Mayor's Office.
- The Proposal looked good to everyone in that the major development would increase the City's Tax Base, the developers would provide additional parking and the City would save construction costs on the Granite Street Project.
- The City's Parking Consultant noted to us that the City didn't need the two lots in question where they basically only provided parking to the direct abutters. They had no concerns over the City selling these lots.
- The City had an appraisal (Bramley), Clark had an appraisal (Freneau) and a review appraisal was conducted by the City (Crafts). Crafts concluded that it would be appropriate to rely on fee simple value of the Freneau appraisal

- The Fremeau Appraisal noted a value to the properties of \$1,920,000. The potential savings to the City was identified by City consultants at \$1,284,500 (Based on actual bids, the potential savings is \$1,540,500, which does not include any indirect savings due to having an adequate staging area.) See attached. The resulting net sale price was \$635,500.

SUMMARY
APPRAISALS – PANDORA AREA
June 2, 2005

	Freneau
Granite Street Lot	\$440,000
Seal Tanning Lot	\$850,000
Cote Street	\$630,000
Total	\$1,920,000
Potential Savings	(\$1,284,500)
Net Total	\$635,500

8



540 Commercial Street Manchester, NH 03101
(603) 668-8223 • Fax: (603) 668-8802
cld@cldengineers.com • www.cldengineers.com
New Hampshire • Vermont • Maine

TO: Francis C. Thomas, P.E.

FROM: Roch D. Laroche, P.E.

DATE: July 25, 2005

RE: Manchester 14025
Granite Street Widening
CLD Reference No. 00-0210

SUBJECT: Granite Parking Lot Redevelopment Costs

The purpose of this memo is to document and update the estimated value of certain construction costs associated with the proposed reconstruction of the City-owned parking lot known as the "Granite Lot", which is bounded by Granite, Commercial and Philippe-Cote Streets. As was first outlined in our memo dated February 2, 2005, the costs as outlined below would likely be eliminated/deducted from the ultimate cost of the City's Granite Street widening project given the event that the Granite Lot and adjacent Pandora building are privately redeveloped into a new use, including the construction of a new private parking garage.

As previously documented, anticipated City contract deducts would include the value of reconstruction of the Granite Lot (Jillian's Lot) including an extensive retaining wall system and associated work efforts along Granite, Commercial and Philippe-Cote Streets. In its place would stand a proposed parking deck that would be constructed adjacent to the newly constructed Granite Street Widening.

Given the recent bids that were accepted for the City's bridge project on July 20th, we have now taken the opportunity to review our original cost estimates to base them on current and actual prices. That being stated, the values noted below reflect adjustments made by evaluating and averaging the unit costs as presented by the four bidders for that project. It should be noted however that until a parking garage design is completed for the subject site, there remains some uncertainty in the value for the Granite Street retaining wall work until a design has been completed for the Pandora Parking Garage and the union between this structure and Granite Street can be better defined. Additionally, as was referenced in the original February 2005 memo, there are also other hard costs that have been identified by City staff that total approximately \$300,000 and relate to the future programmed maintenance and/or rehabilitation costs for the subject parking lot and Philippe-Cote Street.

The updated estimate potential cost-offset to the City's Granite Street project in anticipation of the proposed private development is summarized as follows:

A handwritten signature, likely of Roch D. Laroche, P.E., consisting of a stylized 'R' and 'L'.

Memorandum to Francis C. Thomas, P.E.

CLD Reference No. 00-0210

July 25, 2005

Page - 2

1. Granite Lot Reconstruction:	\$500,000 (includes Philippe Cote St. Reconstruction)
2. Retaining Wall Construction:	\$390,000 (Granite St. Sta. 116+67 to Commercial St.)
3. Retaining Wall Construction:	\$320,000 (Commercial/Granite/Philippe Cote)
4. Future Maintenance Costs:	\$10,500 (Philippe Cote Ave resurfacing)
5. Future Maintenance Costs:	<u>\$320,000 (Seal Tanning Lot resurfacing)</u>
Subtotal:	\$1,540,500

Based on the information provided herein, the value stated remains an approximate cost subject to final City approvals for the transfer of ownership for certain tracts of land as well as design engineering/project coordination for the proposed parking garage construction at the Granite Lot.

cc: Dennis Anctil City of Manchester
Ken Rhodes CLD





**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

DRAFT

August 2, 2005
#05-070

Lands and Buildings Committee of the
Alderman Henry R. Thibault, Chairman
City Clerk's Office
One City Hall Plaza,
Manchester, New Hampshire 03101

Re: Pandora Proposal

Dear Alderman:

City staff supports the sale of the Granite Street Parking Lot, the Seal Tanning Parking Lot and the discontinuance and sale of Phillippe Cote Street for the following three main reasons:

1. Construction costs on the Granite Street Widening Project will be reduced by approximately \$1.2 million.
2. Additional parking will be provided in the Millyard without the investment of any City funds.
3. \$10 million of new development will be added to the City's tax base.

In the fall of 2004 the City received bids for the Granite Street Widening Project, which were extremely high and later rejected. In reviewing the issue with contractors, we determined that the project should be broken into three phases made up separately of roadwork and bridgework. It also became apparent that contractors had concerns with coordination issues on the west side due to ~~many~~ ^{multiple} contractors working in the same area and the need to have an adequate staging area on the east side for the bridgework. As a result, the use of the Granite Street Parking Lot for a staging area became a high priority for a successful project.

Over the winter, we approached Mr. Don Clark who represents 1848 Associates who is a major leaseholder of spaces in the Granite Street Lot and owners of the Pandora Property regarding our Granite Street Project and the issue of contractor staging. Mr. Clark at this time informed us that they had someone interested in the Pandora Property as a hotel. He went on to say that they had a desire to talk to the City about purchasing the Granite Street Lot, the Seal Tanning Lot and Phillippe Cote Street in order to make their project a reality. It was noted that a parking deck would be constructed from the Pandora Building southerly across the Granite Street Lot as part of the hotel project and that they had a further desire to build a future parking deck over the Seal Tanning Lot to provide additional parking.

DRAFT

It became apparent in our discussions with Mr. Clark that if the City accepted this proposal, there would be substantial savings in Granite Street construction costs. These savings would be realized by not having to reconstruct the Granite Street Lot by excavating it to one level and building retaining walls along the Commercial Street and Phillippe Cote Street sides. These potential savings were extremely appealing in that increases in the cost of construction materials has clearly jeopardized the completion of the entire Granite Street Widening Project without a sizable additional City appropriation. In addition, we also determined that there would be savings in not having to perform scheduled maintenance on the Seal Tanning Lot.

Believing that this proposal had merit, a City Team was created to move this proposal forward. This Team consisted of Frank Thomas and Dennis Anctil from Highway, Kevin Clougherty and Randy Sherman from Finance, Bill Jabjiniak from Destination Manchester, Tom Clark from the Solicitor's, Bob MacKenzie from Planning, Steve Hamilton from the Assessors and Mike Colby from the Mayor's Office.

An appraisal to determine the value of the properties was performed by the City and another one performed by 1848 Associates. Due to a wide spread between appraisals, a review of the appraisals was made by Crafts Appraisals for the City. This review recommended utilizing the one prepared by Fremeau Appraisal, Inc., which placed a value on the properties of \$1,920,000. A value of \$1,284,500 was identified by City consultants as savings resulting from not having to do the construction work on the Granite Street Lot and the scheduled maintenance work on the Seal Tanning Lot. (This amount based on actual bids recently received is now estimated at \$1,540,500.) Discounting the appraised value of the property by \$1,284,500 resulted in a net selling price of \$635,500.

The City's Parking Consultant was next contacted to determine if the City should retain ownership of these lots in order to preserve our ability to build parking structures on them in the future. The Parking Consultant responded by saying that the site of these two lots basically only provides parking for the directly abutting businesses and that a future parking structure should ideally be located in the center of the millyard in the area of the Bedford Street Lot. Therefore, the Parking Consultant did not have any concerns over the City potential selling these lots.

As a result of the above, it is recommended that you find these properties as surplus, that you waive the need to competitively bid the sale of these properties, that you accept the proposed selling price of \$635,500, that you recommend the discontinuance of Phillippe Cote Street and further recommend the same to the Board of Mayor and Aldermen.



August 2, 2005
Pg. (3)

DRAFT

I will be available to answer any questions you may have on the matter.

Very truly yours,

Frank Thomas, P.E.
Public Works Director

/c

cc: Robert A. Baines, Mayor
Kevin Clougherty
Randy Sherman
Paul Borek
Tom Clark
Robert MacKenzie
Steve Hamilton
Mike Colby

A handwritten signature, likely of the sender, Frank Thomas, P.E., is located at the bottom center of the page.

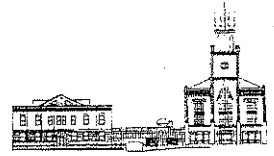


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

February 21, 2006

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Seal Tanning lot and Granite Street lot*

Honorable Committee Members:

The abutting property owners have expressed an interest in acquiring the above referenced City owned lots.

Background: These lots were leftover parcels from the redevelopment of the Millyard by the MHRA. Since that time they have been used for parking by the abutting property owners who are currently requesting their purchase. It should be noted that the Public Works Department has indicated that a significant amount of money can be saved (exceeding \$1,000,000) if they do not have to rebuild the Granite Street lot as part of the Granite Street reconstruction project.

Surplus Determination: The draft parking study has recommended that these two parking lots are not required for a long term parking program. As such, we would recommend that the lots be determined surplus to City needs.

Method of Sale: Normal disposition would be by public sale. In this situation, the Committee and Board may find public purpose for selling the properties to the requesting party for the following reasons:

- 1) The requesting party is the primary abutter to the Seal Tanning lot and is the only abutter to the Granite Street lot;
- 2) The requesting party has been the primary user of the lots for at least the last fifteen years; and
- 3) Sale of the lots will likely increase the business activity in the three existing redeveloped buildings and may lead to the redevelopment of the Pandora Building.

If there are any questions, staff will be available at the committee meeting.

Sincerely,

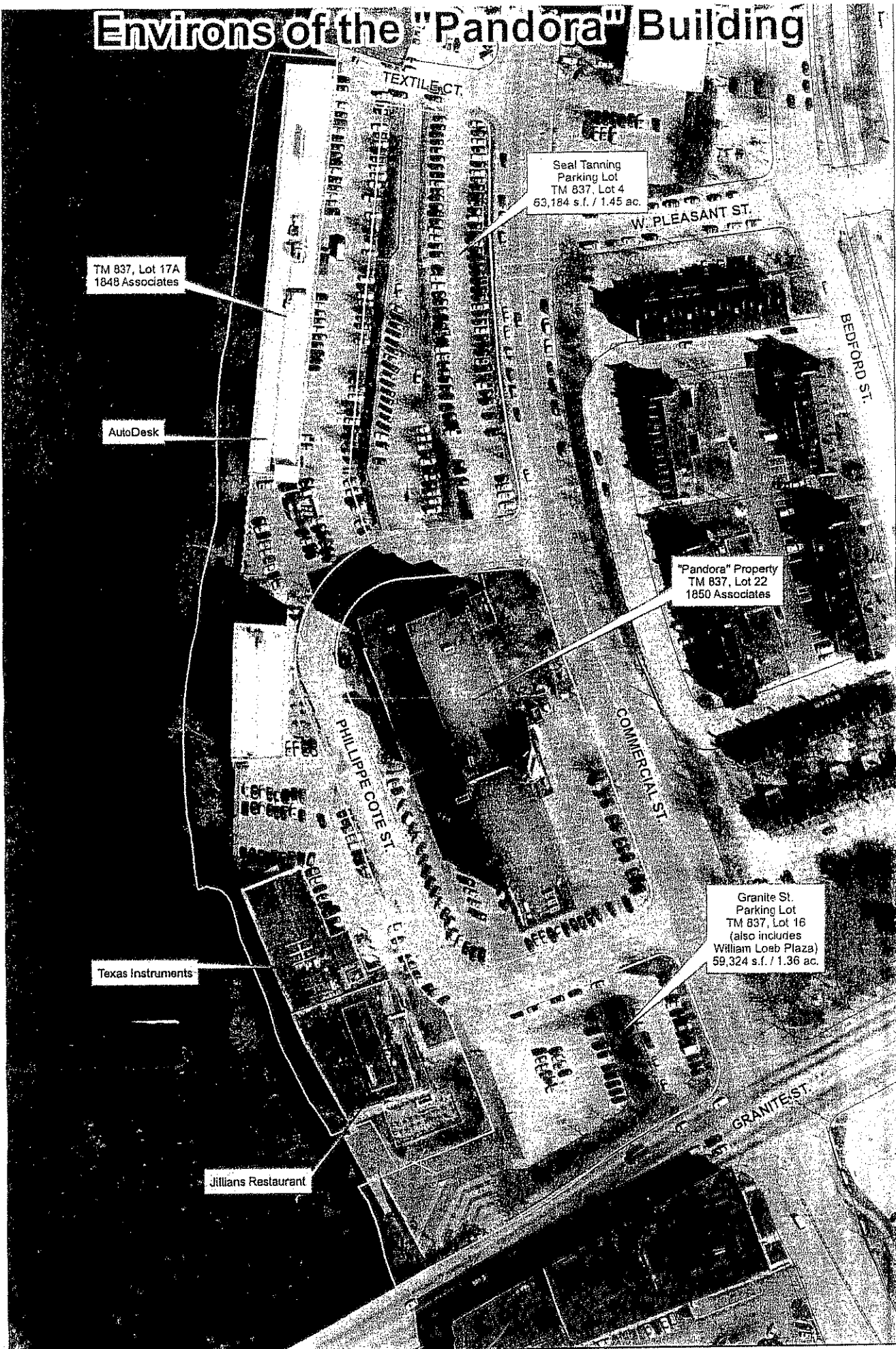
David J. Beauchesne

for Robert S. MacKenzie, AICP
Director of Planning and Community Development

8

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

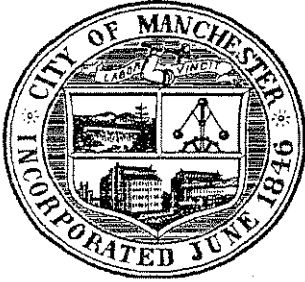
Environs of the "Pandora" Building



1. This map was created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on February 21, 2006.
2. Aerial photo taken in April, 2003.

0 37.5 75 150 225 300 Feet





City of Manchester
Office of the Tax Collector

City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

Memorandum

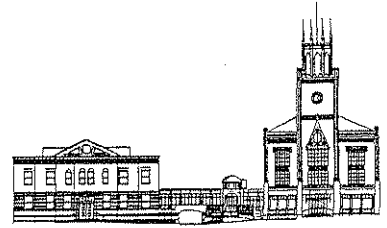
DATE: March 21, 2006
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector *Joan*
RE: Phillippe Cote Street and nearby parking
lots

The properties located at Phillippe Cote Street, Granite Street Parking lot and Seal Tanning Parking lot are not tax-deeded parcels. As such, the Tax Collector's office has no interest in their disposition.



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



David M. Cornell, Chairman
Thomas C. Nichols
Stephan W. Hamilton

Christine Hanagan
Assistant to Assessors

To: Committee on Lands and Buildings
From: Board of Assessors *D.M.C.*
Date: March 22, 2006
Re: Granite Lot, Seal Tanning Lot, and Phillippe Cote Street

Dear Committee Members:

As part of the disposition process of City owned land the fair market value of a property must be established. The Board of Assessors recommends that the Committee order an outside fee appraisal pursuant to Section 34:19 of the Code of Ordinances.

The following appraisals were performed on the above-mention lots:

- Robert G. Bramley was hired by the City to perform an appraisal
- Joseph G. Fremeau was hired by 1848 Associates to perform an appraisal
- John M. Crafts was hired by the City to review both appraisals.

After reviewing all appraisal reports, we believe that the assumptions made in Fremeau's appraisal are better supported, and thus are a better indicator of market value; Mr. Crafts also shares this opinion. It would appear that the Committee should accept Fremeau's opinion of value. We remain available to answer any questions the committee might have concerning this matter.

Sincerely,

David M. Cornell
David M. Cornell

Thomas C. Nichols
Thomas C. Nichols

Stephan W. Hamilton
Stephan W. Hamilton

[Handwritten mark]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made by and between 1848 Associates, a New Hampshire limited partnership, with a mailing address of 340 Commercial Street, Manchester, New Hampshire 03101 (hereinafter "Purchaser") and the City of Manchester, a New Hampshire municipal corporation, having principal offices at One City Hall Plaza, Manchester, New Hampshire, 03101 (hereinafter "Seller").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller wishes to sell and Purchaser wishes to buy three certain properties together with all appurtenant easements, improvements, fixtures and appurtenances, attached or affixed thereon and, except as set forth herein, all rights in adjacent streets or roads, all riparian rights, all assignments of contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively the "Premises").

1.02 Purchaser having represented to the Seller that it will:

A) Add a parking deck to the Seal Tanning Lot at the Purchaser's expense.

B) Create privately, without any expense to the Seller, such additional parking as the potential rehabilitation and/or redevelopment of the Pandora Building may require.

C) Actively pursue the potential rehabilitation and/or redevelopment of the Pandora Building, such potential rehabilitation and/or redevelopment to be accomplished without any expense to the Seller.

2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Purchaser agrees to purchase all of Seller's interest in the Premises.

3. PURCHASE PRICE, ADDITIONAL PAYMENT, AND MODE OF PAYMENT

3.01 Purchase Price. The Purchase Price for the Premises shall be Six Hundred Thirty Five Thousand Dollars (\$635,000.00) (the "Purchase Price").

3.02 Additional Payment. In addition to the Purchase Price, Purchaser shall pay an additional \$200,000.00 (the "Additional Payment") to the Seller to reimburse the Seller for the additional costs associated with the modified construction of a retaining wall along Granite Street (adjacent to Parcel III of the Premises). Said retaining wall shall be constructed and maintained by the Seller and the modified design is being constructed so that the Purchaser may excavate and construct certain parking lot improvements to Parcel III.

3.03 Escrow of Purchase Price and Additional Payment. Upon execution of this Agreement, Purchaser shall pay the sum of the Purchase Price and the Additional Payment (a total of \$835,000.00) to the City of Manchester, City Solicitor's Office, to be held in escrow (the "Escrowed Funds") in an interest bearing account with interest to be reported as the income of Buyer (tin___) and interest credited to Buyer.

- (i) Upon completion of the construction of the retaining wall along Granite Street referred to in section 3.02 above, a portion of the Escrowed Funds shall be paid to Seller to reimburse Seller for the actual additional cost to the Seller of constructing that retaining wall at the increased depth necessary to accommodate Purchaser's planned use of the Granite Lot, rather than the depth otherwise required (hereafter the "Additional Cost"). If the Additional Cost is less than \$200,000.00, a portion of the Escrowed Funds, equal to \$200,000.00 minus the Additional Cost, shall be refunded to Purchaser. If the Additional Cost is greater than \$200,000.00, Purchaser shall pay to Seller, upon demand, the excess of the Additional Cost over \$200,000.00
- (ii) \$530,000.00 of the Escrowed Funds shall be paid to the Seller to pay the portion of the Purchase Price due at the Parcel II Closing as provided in section 4, below.
- (iii) \$105,000.00 of the Escrowed Funds shall be paid to the Seller to pay the portion of the Purchase Price due at the Parcel I and Parcel III Closing as provided in section 4, below.
- (iv) Interest earned on the Escrowed Funds shall be paid to Purchaser upon demand.

4. CLOSING, TIME AND PLACE

4.01 The Closing of the sale of Parcel II (the "Parcel II Closing") shall take place on or before thirty (30) days after satisfaction by the Seller of the so-called "surplus property" procedures contemplated by Section 6.04 plus any applicable appeals period(s).

4.02 The Closing of the sale of Parcel I and Parcel III (the "Parcel I and Parcel III Closing") shall take place on or before thirty (30) days after the last of: (i) the satisfaction of the termination of the public ways contemplated by Section 6.03 plus any applicable appeals period(s); (ii) the satisfaction by the Seller of the so-called "surplus property" procedures contemplated by Section 6.04 plus any applicable appeals period(s); or (iii) receipt by the Seller of subdivision approval for the Premises contemplated by Section 6.05 plus any applicable appeals period(s).

4.03 The Closings shall take place at the City Solicitor's Office, One City Hall Plaza, Manchester, New Hampshire.

5. OBLIGATIONS OF THE PARTIES AT CLOSING

5.01 At each Closing, Seller shall deliver to Purchaser

(i) a quitclaim deed of its interest in the Premises being conveyed in statutory form, conveying clear, record and marketable title in fee simple absolute (the "Deed"). Each Deed shall contain a restriction in favor of the Seller limiting new construction and uses on the Premises to those associated with the use of the Premises for parking facilities and parking purposes unless the Board of Mayor and Aldermen of the Seller approves otherwise. Each Deed shall be subject to the existing current public utilities on the Premises. The Deed of Parcel III will also contain a temporary construction easement for the Seller to use a portion of Parcel III, as set forth on Exhibit A, as a construction staging area, for Seller's widening of Granite Street. The easement shall terminate on September 30, 2008 or sooner if the Seller has completed all of it improvements/constructions on Granite Street.

(ii) mechanics lien and parties in possession affidavits by Seller, and other forms and affidavits as reasonably and customarily required by Purchaser's lender or title insurance company for transactions of this type and nature.

(iii) a copy of Seller's vote(s), authorizing resolutions, or similar evidence, authorizing sale of the Premises.

5.02 At Closing, Purchaser shall deliver to Seller:

(i) the designated portion of the Purchase Price (from the Escrowed Funds as provided above).

(ii) a copy of Purchaser's, or its assignee's, vote(s), authorizing resolutions, or similar evidence, authorizing the purchase of the Premises.

(iii) real estate transfer and other forms and affidavits customarily required.

5.03 At each Closing (i) the Premises will be conveyed in the same condition as the date hereof, reasonable wear and tear excepted, free of tenants and any personal property of Seller, and (ii) the title to the Premises will be in the same condition as of the date of Purchaser's title examination.

5.04 Purchaser shall commence construction of a parking deck on Parcel II on or before 12 months after the Parcel II Closing referred to herein and shall complete construction of that parking deck on or before 36 months after the Parcel II Closing referred to herein

6. DELIVERIES PRIOR TO CLOSING, INSPECTIONS, DUE DILIGENCE AND CONDITIONS TO CLOSING

6.01 Purchaser shall have until 5:00 p.m. of the thirtieth (30th) calendar day after the last party executes this Agreement to undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If defects or flaws in title are of such character that they may be readily remedied or removed by Seller, then, upon receipt of the notice, Seller shall promptly institute and prosecute proceedings to remedy such defects, and upon giving return written notice to Purchaser to that effect, Seller shall be entitled to sixty (60) days from Purchaser's notice to correct such title defects. If Seller is unable to remedy title within said sixty (60) day cure period, then Purchaser may either: (i) terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement, or (ii) Purchaser may elect to accept such title as Seller can deliver, with no reduction of the Purchase Price.

6.02 Purchaser shall have until 5:00 p.m. of the thirtieth (30th) calendar day after the last party executes this Agreement (the "Due Diligence Period") to undertake at its sole cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Premises; and (v) a review of any and all matters, information and documentation relating to or concerning the Premises. If Purchaser shall discover or determine prior to the expiration of the Due Diligence Period that it or its lender(s) are not satisfied in any way with the status of the Premises or the results of any of its due diligence or inspections, Purchaser shall have right to terminate this Agreement by written notice to Seller on or before ten days after expiration of the Due Diligence Period whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the

retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement.

6.03 The parties obligations as to Parcels I and III are expressly contingent upon the Seller legally discontinuing Phillippe Cote Street, so-called, and any other portion of the Premises which are a public street or public way. Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to discontinue Phillippe Cote Street, so-called, and any other portion of the Premises which are a public street or public way, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement. This paragraph shall not be interpreted so as to require any particular vote by the Board of Mayor and Aldermen on the discontinuance of Phillippe Cote Street.

6.04 This Agreement is expressly contingent upon the Seller complying with and satisfying the provisions of the so-called "surplus property" ordinance for the City of Manchester and receiving all approvals and consents necessary to convey the Premises to Purchaser in accordance with this Agreement (collectively the "Seller Approvals"). The Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to obtain the Seller Approvals, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement.

6.05 This Agreement is expressly contingent upon the Seller obtaining and receiving subdivision approval necessary to convey the Premises (the "Subdivision Approval"). Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to obtain and receive Subdivision Approval, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement. This paragraph shall not be interpreted so as to require any particular vote by the Manchester Planning Board on any request for subdivision approval.

6.06 Upon execution of this Agreement Seller shall deliver to Purchaser copies of any and all reports, materials or information in its possession relating to the title, environmental condition, structural condition or other aspect of the Premises and any and all surveys or plans in Seller's possession in connection with the Premises (collectively the "Reports"). In the event that Purchaser terminates this Agreement in accordance

herewith, Purchaser shall return all Reports to the Seller, together with any and all reports, plans, materials, studies or information prepared by or obtained by Purchaser, at no cost to Seller.

7. OCCUPANCY, TENANTS

7.01 As to each Parcel Purchaser shall be entitled to occupancy on the date of Closing, free of all rights of use or possession by Seller and/or any other tenant except for the temporary construction easement on Parcel III referenced in Section 5.01(i), above. Seller agrees that it will deliver the Premises on the Closing free and clear of all personal property of Seller and all tenants or any other right of tenancy or occupancy.

8. ACCESS TO PREMISES/RECORDS

8.01 Between the date hereof and the date of Closing, Purchaser and Purchaser's representatives shall be permitted access to the Premises at reasonable times in order to conduct any due diligence or inspections it desires as contemplated herein. In the course of making such inspections, Purchaser shall not unreasonably interfere with Seller's or the public's use of the Premises. In the event the Closing does not take place as provided herein, Purchaser shall at its sole cost and expense restore the Premises as nearly as possible to its condition existing prior to the time of said examinations. All engineers and other representatives of Purchaser performing such tests and examinations upon the Premises shall be adequately insured with coverages and limits approved by the City of Manchester's Risk Manager.

9. DEFAULT

9.01 In the event of Purchaser's default hereunder, then: Purchaser shall not be entitled to return of any portion of the Escrowed Funds necessary to pay the Additional Cost referred to in section 3.03(i) above]; Seller shall be relieved of any further obligation to make any additional conveyances hereunder; \$50,000.00 of the Escrowed Funds shall be paid to Seller as liquidated damages; the balance of the Escrowed Funds shall be paid to Purchaser; and each party shall be discharged from further obligation hereunder.

9.02 In the event that Seller defaults hereunder Purchaser, (i) may terminate this Agreement, whereupon the remaining Escrowed Funds promptly shall be refunded to Purchaser, or (ii) seek specific performance and the costs of seeking said specific performance.

10. MISCELLANEOUS

10.01 This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

10.02 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.03 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms.

10.04 Assignment. Purchaser may assign its rights hereunder to related entity(s) on the condition that the assignee(s) assume(s) all Purchaser's obligations relating to the subject premises that are conveyed to the assignee.

[PAGE ENDS HERE, SIGNATURE PAGE(S) TO FOLLOW]

A handwritten signature, possibly reading "S", is written in dark ink at the bottom center of the page.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument as of the date first above written.

PURCHASER:

1848 ASSOCIATES

Witness

By: _____
Name: _____
Title: _____

Dated: _____

SELLER:

THE CITY OF MANCHESTER

Witness

By: _____
Name: _____
Title: _____

Dated: _____

REVIEW AND APPROVED BY THE CITY
OF MANCHESTER CITY SOLICITOR:

By: _____

Name:

Title:

A handwritten signature, possibly reading 'S', is written over the page number.

EXHIBIT A

Property Descriptions

PARCEL I – PHILLIPPE COTE STREET LOT

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, designated as Cote Street and shown on a plan entitled "Manchester Housing Authority, N.H. R-7, Amoskeag Millyard Project, Beggs & Cobb Corporation and Pandora Industries, Inc., Subdivision & Disposition Plan of Parcels 1-20, 1-25, 1-27 & 1-36" dated April 14, 1977, last revised April 24, 1979; prepared by Metcalf & Eddy Inc. and Thomas F. Moran Inc. and recorded at the Hillsborough County Registry of Deeds as Plan No. 14770; bounded and described as follows:

Beginning at a point on the westerly sideline of Commercial Street at its intersection with the southerly sideline of Cote Street (currently known as Phillippe Cote Street) at a point of curvature; said point being the southeasterly corner of the parcel herein described;

Thence, westerly, northerly and easterly along said Cote Street on the following courses: along a curve to the left having a radius of 19.00 feet, an arc distance of 29.96 feet; South $69^{\circ}59'55''$ West, a distance of 156.42 feet; along a curve to the right having a radius of 86.98 feet, an arc distance of 136.15 feet; North $20^{\circ}19'05''$ East, a distance of 306.98 feet; along a curve to the right having a radius of 113.00 feet, an arc distance of 87.30 feet; along a curve to the right having a radius of 141.50 feet, an arc distance of 152.84 feet; North $85^{\circ}49'50''$ East, a distance of 90.65 feet; along a curve to the left having a radius of 19.00 feet, an arc distance of 32.22 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: along a curve to the left having a radius of 1530.00 feet, an arc distance of 87.97 feet to the southerly sideline of Cote Street at a point of curvature;

Thence, westerly, southerly and easterly along said Cote Street on the following courses: along a curve to the left having a radius of 19.00 feet, an arc distance of 26.38 feet; South $85^{\circ}49'50''$ West, a distance of 102.96 feet; along a curve to the left having a radius of 175.00 feet, an arc distance of 52.06 feet; along a curve to the left having a radius of 55.00 feet, an arc distance of 29.15 feet; along a curve to the left having a radius of 77.00 feet, an arc distance of 78.94 feet; South $20^{\circ}19'05''$ East, a distance of 304.68 feet; a curve to the left having a radius of 39.98 feet, an arc distance of 62.58 feet; North $69^{\circ}59'55''$ East, a distance of 159.95 feet; along a curve to the left having a radius of 19.00 feet, an arc distance of 29.74 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: South $19^{\circ}40'05''$ East, a distance of 88.00 feet to the point or place of beginning.

Parcel I shall also include any additional land situated between Phillippe Cote Street (as shown on said Plan) and Parcel III as hereafter described.

PARCEL II – LOT 1-36

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, designated as Lot 1-36 and shown on a plan entitled "Manchester Housing Authority, N.H. R-7, Amoskeag Millyard Project, Beggs & Cobb Corporation and Pandora Industries, Inc., Subdivision & Disposition Plan of Parcels 1-20, 1-25, 1-27 & 1-36" dated April 14, 1977, last revised April 24, 1979; prepared by Metcalf & Eddy Inc. and Thomas F. Moran Inc. and recorded at the Hillsborough County Registry of Deeds as Plan No. 14770; bounded and described as follows:

Beginning at a point on the northerly sideline of Cote Street (currently known as Phillippe Cote Street) at its intersection with the division line between Lot 1-25 on the west and the parcel herein described on the east; said point being the southwesterly corner of the parcel herein described;

Thence, northerly along said Lot 1-25 on the following courses: North $17^{\circ}39'55''$ West, a distance of 72.81 feet; North $05^{\circ}43'50''$ East, a distance of 393.28 feet; North $64^{\circ}04'15''$ East, a distance of 9.08 feet to the southerly sideline of Textile Court;

Thence, easterly along said Textile Court on the following courses: South $80^{\circ}02'05''$ East, a distance of 89.16 feet; along a curve to the right having a radius of 19.00 feet, an arc distance of 27.62 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: along a curve to the left having a radius of 1530.00 feet, an arc distance of 389.76 feet to the northerly sideline of Cote Street at a point of curvature;

Thence, westerly along said Cote Street on the following courses: along a curve to the right having a radius of 19.00 feet, an arc distance of 32.22 feet; South $85^{\circ}49'50''$ West, a distance of 90.65 feet; along a curve to the left having a radius of 141.50 feet, an arc distance of 50.34 feet to the point or place of beginning.

Being 61,552 square feet more or less.

PARCEL III – PORTION OF LOT 1-20

**PORTION OF LOT 1-20
GRANITE LOT**

Beginning at a point on the easterly sideline of Lot 1-25 (a/k/a Gateway 1) at the new proposed southerly right of way line of Phillippe Cote Street; said point being South 19°59'35" East, a distance of 19.94 feet more or less from the current southerly sideline of Phillippe Cote Street at its intersection with the division line between Lot 1-25 on the west and Lot 1-20 on the east; said point being the northwesterly corner of the parcel herein described;

Thence, South 87°25'39" East, a distance of 45.89 feet;

Thence, North 70°29'23" East, a distance of 172.81 feet;

Thence, South 63°19'22" East, a distance of 16.83 feet;

Thence, South 19°55'09" East, a distance of 75.00 feet;

Thence, South 20°26'08" West, a distance of 30.25 feet;

Thence, South 60°25'37" West, a distance of 209.95 feet;

Thence, North 19°59'35" West, a distance of 164.28 feet to the point or place of beginning.

Being 28,877 square feet more or less or 0.66 acres more or less.

Temporary Construction Easement Area
(insert description)

***To the Honorable Board of Mayor and Aldermen of the
City of Manchester:***

The Undersigned respectfully represent that for the accommodation of the public there is occasion for discontinuing a highway.

Beginning at the northerly point of tangency of **Phillippe Cote Street** at Commercial Street to a point; thence, S 12-58-24 E a distance of 87.96', crossing Phillippe Cote Street and along the westerly line of Commercial Street to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 26.38', and whose long chord bears N 54-23-39 W a distance of 24.31' to a point; thence, S 85-49-50 W a distance of 102.96' to a point; thence along a curve to the left, having a radius of 175.00' and an arc length of 52.06' to a point; thence, along a curve to the left, having a radius of 55.00' and an arc length of 29.15' to a point; thence, along a curve to the left, having a radius of 77.00' and an arc length of 78.94' to a point; thence, S 20-19-05 E a distance of 304.68' to a point; thence, along a curve to the left, having a radius of 39.98 and an arc length of 62.58' to a point; thence, N 69-59-55 E a distance of 159.95 to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 26.03' to a point; thence S 08-30-30 E a distance of 67.44' across the southerly end of Phillippe Cote Street and along the westerly line of Commercial Street to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 5.78', and whose long chord bears S 78-43-15 W a distance of 5.76' to a point; thence, S 69-59-55 W a distance of 156.42 to a point; thence, along a curve to the right, having a radius of 86.98 and an arc length of 136.15' to a point; thence, N 20-19-5 W a distance of 306.98 to a point; thence, along a curve to the right, having a radius of 113.00' and an arc length of 87.30' to a point; thence, along a curve to the right, having a radius of 141.50 and an arc length of 152.84' to a point; thence, N 85-49-50 E a distance of 90.65 to a point; thence along a curve to the left, having a radius of 19.00' and an arc length of 32.22' to the point of beginning.

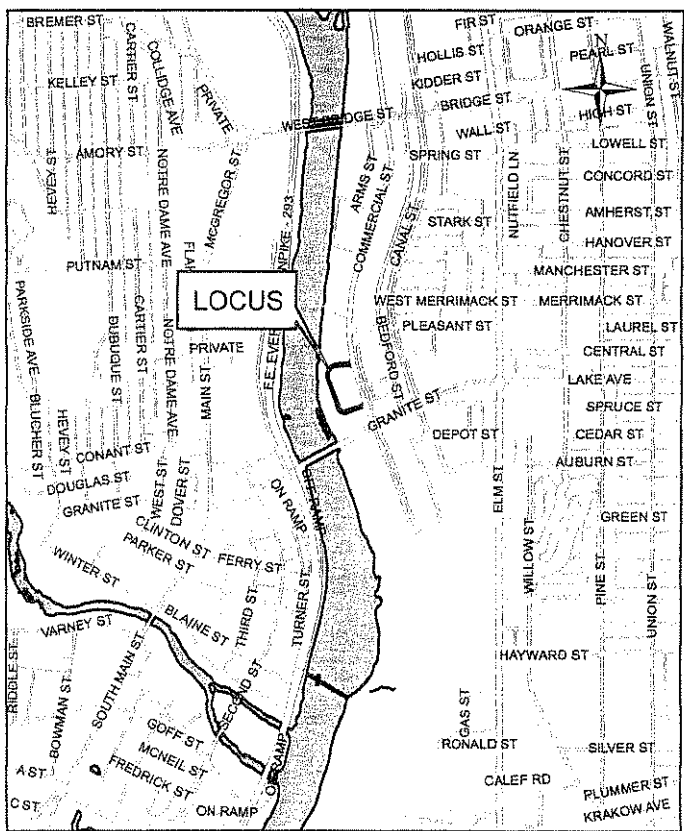
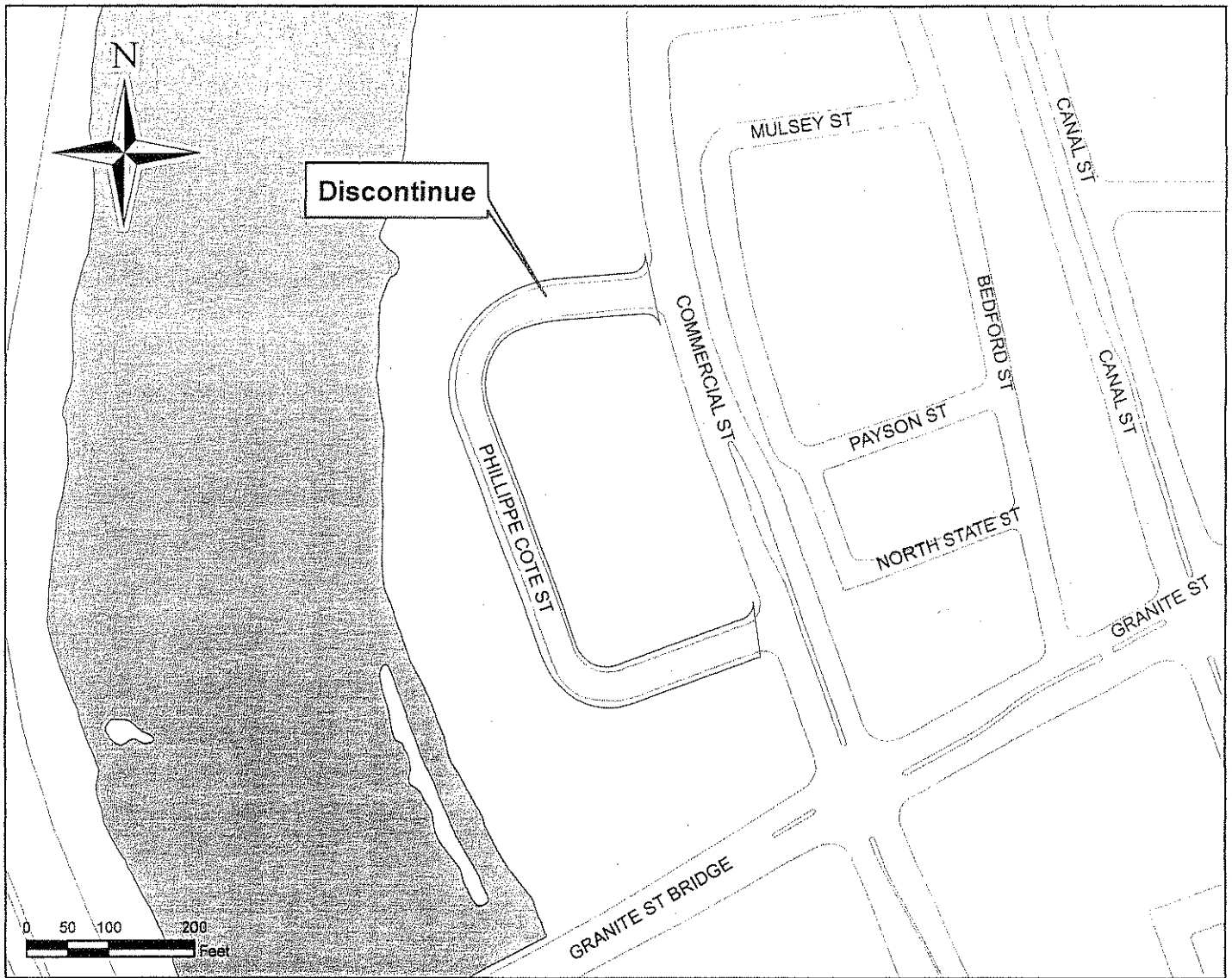
Containing 41,382.25 sq. feet to be the same more or less and being the full roadway known as **Phillippe Cote Street**.

The petitioner, therefore, requests you to discontinue the above-described **Phillippe Cote Street**.

Dated at the City of Manchester, New Hampshire this 30th day of March 2006.

By: 





Proposed Street Discontinuance
Phillippe Cote Street



Manchester, NH
 March 30, 2006

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Summary of Seal Tanning Lot, Granite Lot and Philippe Cote Street Sale to 1848 Associates

Reconciled Appraised Value

Seal Tanning Lot	\$ 850,000.00
Granite Lot	\$ 440,000.00
Phillipe Cote Street	\$ 630,000.00
	<u>\$ 1,920,000.00</u>

Savings to City of Manchester

Granite Lot/Cote Street Reconstruction	Estimated Savings	Bidder Savings
Retaining Wall Granite St. to Commercial St.		\$ 500,000.00
Retaining Wall Commercial/Granite/Philippe Cote		\$ 390,000.00
Future Maintenance Costs (Philippe Cote Resurfacing)		\$ 320,000.00
Future Maintenance Costs (Seal Tanning Lot Resurfacing)		\$ 10,500.00
		<u>\$ 320,000.00</u>
	<u>\$ 1,284,500.00</u>	<u>\$ 1,540,500.00</u>

Escrowed Upon Execution of P & S

Negotiated Sales Price

Additional Payment (to Deepen Retaining Wall)

Payment to City to Reimburse Additional Cost	\$ 200,000.00
Seal Tanning (Parcel II) Closing - Payment to City	\$ 530,000.00
Granite St (Parcel III)/Cote St. (Parcel I) Closing - Payment	\$ 105,000.00
	<u>\$ 835,000.00</u>

Major Conditions - Sect. 1.02, Page 1 (See Purchase & Sale Agreement for Detailed Terms and Conditions)

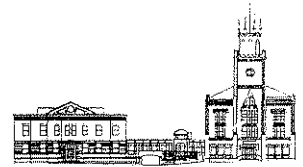
- Build Deck on Seal Tanning Lot at Purchaser's Expense.
- Create Without Expense to City Additional Parking as Required to Redevelop Pandora Building.
- Actively Pursue Rehabilitation/Redevelopment of Pandora Building at No Expense to City.

Benefits

- Private Parking Deck Leveraging Retention/Expansion of Texas Instruments (175 jobs) & Autodesk (395-500 jobs).
- Savings in Capital Outlay for Granite Street Reconstruction Project.
- Provide Parking Site to Enable the Redevelopment of Pandora Building. Cannot be Redeveloped without Parking.
- Lansing Melbourne Parking Consultant Recommends Sale of Municipal Lots Serving a Single Owner.



CITY OF MANCHESTER
Manchester Economic Development Office



August 18, 2006

Alderman Henry Thibault
Chairman, Land & Buildings Committee
Honorable Board of Mayor and Aldermen
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101

Subject: Granite Street Lot, Phillippe Cote Street and Seal Tanning Lot

Dear Alderman Thibault:

In response to your request for a staff recommendation regarding Brady Sullivan's interest in the above properties, it is our determination that the Board of Mayor and Alderman should direct staff to prepare and issue a Request-for-Proposals (RFP) for the purchase and specific development of the Granite Street Lot, Phillippe Cote Street and the Seal Tanning Lot.

The purpose of disposing of these properties is to maintain and expand parking for existing tenants like AutoDesk and Texas Instruments, to facilitate and encourage the redevelopment of the Pandora Building and to expand parking capacity to accommodate demand in the nearby Millyard. Because of the need to solicit and evaluate proposals based upon considerations beyond price and to enforce performance of specific actions beyond outright purchase, the solicitation of proposals through an RFP Process is the recommended approach.

The best interests of the City require that the City solicit and evaluate proposals based on each and all of the following factors:

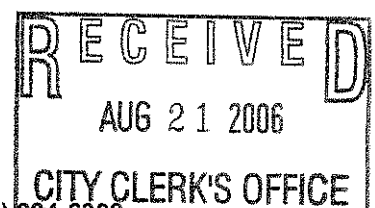
- purchase price;
- preservation of existing parking;
- commitment to structured parking sufficient to accommodate redevelopment of the area; and
- best economic value (e.g. revenue, job retention and job creation) to the City of Manchester.

It is recommended that the Land & Buildings Committee direct staff to prepare and issue an RFP for purchase and specific development of the Seal Tanning Lot, the Granite Street Lots and Phillippe Cote Street. An RFP could be issued and responses received within 5-8 weeks.

The Economic Development Office (MEDO) is prepared to assume responsibility to coordinate the process together with Planning and Community Development, Finance, Highways and the City Solicitor.

Respectfully submitted,

Paul J. Borek
Economic Development Director



8-22-06 Tabled
pending reports
from Parks +
School

Building NETWORKS

June 16, 2006

City Of Manchester
1 City Hall Plaza
Manchester, NH 03101

RE: Cell phone antenna (s) at 223 James Pollack Dr, Manchester, NH (ID # 18286)

To: City Of Manchester

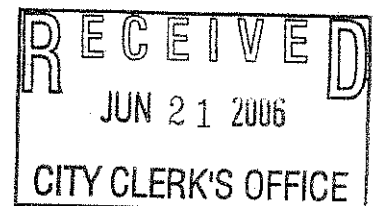
A client of mine would be interested in making a proposal to you regarding cell phone antenna(s) located at 223 James Pollack Dr. I would appreciate a few minutes of your time to quickly explain what my client is proposing; our conversation could result in a significant financial transaction. I can be reached at 978-562-4140, ext 115.

I am one of the principals of Building Networks, a telecommunications real estate company located in Hudson, MA. Since 1996, the principals at Building Networks have worked with a variety of wireless and wire-line telecommunication companies providing a menu of real estate services.

Sincerely,



Tom Remillard
Principal
Building Networks LLC
tomr@bldgnet.com
978-562-4140 ext 115





CITY OF MANCHESTER

Office of the City Clerk



Leo R. Bernier
City Clerk


Carol A. Johnson
Deputy City Clerk

Paula L-Kang
Deputy Clerk
Administrative Services

Matthew Normand
Deputy Clerk
Licensing & Facilities

Patricia Piecuch
Deputy Clerk
Financial Administration

MEMO TO: Superintendent Ludwell
Manchester School District

FROM: C. Johnson 
Deputy City Clerk

DATE: September 13, 2006

RE: Lands & Buildings Committee
Cell phone antenna – James Pollack Drive

Enclosed is a communication from Building Networks which the Lands and Buildings Committee has requested the School District review and report on. The next meeting of the Committee is tentatively scheduled on Tuesday, September 26th.

A response to the Committee in care of the City Clerk would be appreciated.

Enclosure

B u i l d i n g N E T W O R K S

June 23, 2006

City of Manchester
908 Elm Street
Manchester, NH 03101

RE: Cell phone antenna (s) at Derryfield Park, Manchester, NH (ID # 87705)

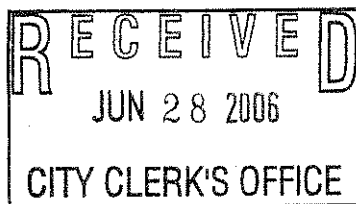
To: City of Manchester

A client of mine would be interested in making a proposal to you regarding cell phone antenna(s) located at Derryfield Park. I would appreciate a few minutes of your time to quickly explain what my client is proposing; our conversation could result in a significant financial transaction. I can be reached at 978-562-4140, ext 115.

I am one of the principals of Building Networks, a telecommunications real estate company located in Hudson, MA. Since 1996, the principals at Building Networks have worked with a variety of wireless and wire-line telecommunication companies providing a menu of real estate services.

Sincerely,


Tom Remillard
Principal
Building Networks LLC
tomr@bldgnet.com
978-562-4140 ext 115





CITY OF MANCHESTER

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Patricia Piecuch
Deputy Clerk
Financial Administration

MEMO TO: Superintendent Ludwig
Parks, Recreation & Cemetery

FROM: C. Johnson 
Deputy City Clerk

DATE: September 13, 2006

RE: Lands & Buildings Committee
Cell phone antenna – Derryfield Park

Enclosed is a communication from Building Networks which the Lands and Buildings Committee has requested you review and report on. The next meeting of the Committee is tentatively scheduled on Tuesday, September 26th.

Your response to the Committee in care of the City Clerk would be appreciated.

Enclosure



CITY OF MANCHESTER
Parks, Recreation & Cemetery Department

625 Mammoth Road
Manchester, NH 03104-5491
(603) 624-6565 Administrative Office
(603) 624-6514 Cemetery Division
(603) 624-6569 Fax

COMMISSION

Stephen Johnson, Chairman
Sandra Lambert, Clerk
George "Butch" Joseph
Michael Worsley
Dennis Smith
Ronald Ludwig, Director

September 15, 2006

Land and Buildings Committee
One City Hall Plaza
Manchester, NH 03101

C/O Office of the City Clerk

Re: RFI from Building Networks on Derryfield Park cell phone tower

Dear Alderman Thibault,

This is in response to a recent communication from Building Networks LLC. This company investigates opportunities for their clients as it relates to purchasing lease agreements that may be in place on existing towers. Since our department has no jurisdiction over the tower itself I have referred Mr. Remillard, Principal of Building Networks LLC to Chief Kane. I am also forwarding a copy of Mr. Remillard's letter to the Chief for his review.

Sincerely,

Ronald E. Ludwig
Director

Cc: Chief Kane, MFD



City of Manchester Fire Department

100 Merrimack Street • Manchester, NH 03101-2208
(603) 669-2256 Business • (603) 669-7707 Fax
www.ci.manchester.nh.us

Joseph P. Kane
Chief of Department

November 6, 2006
Land and Buildings Committee
One City Hall Plaza
Manchester, NH 03101

C/O office of the City Clerk

Re: Letter from Building Networks

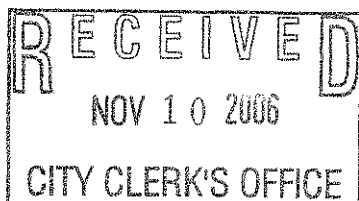
To: Land and Buildings Committee

This letter is in response to a recent communication from Building Networks LLC. From what I understand in the letter sent by Tom Remillard of Building Networks, it appears that his company purchases lease agreements that may be in place on existing towers. The communications tower in question is presently under a lease agreement between the City of Manchester and Verizon Wireless until the year 2015, at which time Verizon Wireless will transfer ownership of the tower to the City. I attempted several times, unsuccessfully, to contact Mr. Remillard to inform him of our existing contract.

Sincerely,

Jody M. Rivard
Communications Superintendent
Manchester Fire Department

Cc: Chief Kane



Fire/Ambulance Emergency 9-1-1

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